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The Solicitors' Journal.

LONDON, JUNE 16, 1866.

ON MONDAY LAST Lord Justice Knight-Bruce, in the course of the hearing of a bankruptcy appeal, referred to a singular anomaly which exists in reference to the punitive power of the Court in cases where a bankrupt has been guilty of an offence against the moral or social code. The case was that of a person named Ensley, who, having committed a gross assault, was subsequently made the defendant in an action for damages, and a verdict passing against him, he immediately filed a petition for relief from the debt of the plaintiff. He did not propose to surrender any assets for the benefit of his only creditor, and there was evidence that he had disposed of property at a period shortly anterior to the bankruptcy. The Court below dismissed the petition, on the ground that the law was not intended for the purpose of relieving a debtor from a single claim without a discovery of property, and for the adoption of this view the old authorities would appear to furnish some warrant. But the Lords Justices held that they were bound *ex debito justitiæ* to maintain the petition, the offence of which the bankrupt had been found to be guilty not being within the 159th section of the Bankruptcy Act, 1861; and the decision of the Commissioner was overruled. Curiously enough, if the bankrupt had been arrested before the filing of the petition, the Court would have been precluded, under the 112th section of the Bankrupt Law Consolidation Act, 1849, from granting an order of release; and yet, the petition having been presented before caption, the Court was without power to punish by imprisonment, or, indeed, even by a suspension of the order of discharge. We observe amongst the very useful and practical suggestions embodied in the petition of the Metropolitan and Provincial Law Association to Parliament a clause which, if acted upon, would give the Court power to imprison a bankrupt who has incurred damages for seduction, breach of promise of marriage, slander, and so forth. It does seem to be monstrous that a defendant in an action for libel, slander, or seduction should, immediately after the recovery of the judgment against him, be at liberty to wipe out his liability by a petition to a court which by statute has no power to award adequate punishment. Should imprisonment for debt be wholly abolished, we fear that innumerable actions by pauper plaintiffs will immediately arise. A public company or large firm will frequently submit to an unrighteous claim rather than have the public annoyance and expense of defending an action at law, and the abolition of imprisonment for costs will remove the only bar to an endless crop of litigation by persons who, in case of failure, have not the means of paying in pocket, and cannot be made to pay in person, for the wrongs which they commit. Another point referred to in the petition is the payment by a bankrupt of a composition of six and eight-pence in the pound as a condition precedent to an order of discharge. The indiscriminate application of this rule would operate most unjustly in some cases, and in others would seem to offer a direct premium to dishonesty. Thus, in the instance of a trader who had succumbed to some unforeseen disaster, either by reason of the incurring of bad debts, or a rapid and permanent fall in the value of a particular commodity in which he chiefly dealt, it would be manifestly unjust, more particularly in the face of an unfavourable liquidation, to compel the payment of six shillings and eight-pence in the pound as a *sine qua non* for the discharge. In other cases a merchant guilty of every species of offence against commercial morality, knowing that his estate could pay five shillings only in the pound, would have nothing to do but to enter the market and obtain, upon credit, goods of sufficient value to meet the deficiency. He would run no risk of punishment, because the Court would have no power, unless his conduct was so gross as to bring him within the pale of the criminal law, to award any punishment whatever. Of the expense and uncertainty of criminal prosecutions enough has lately been said. The subject is, no doubt, a difficult one, but, without entering more fully into detail, we heartily concur with the general scope of the petition, lately presented by the Metropolitan and Provincial Law Society on this subject,* and we particularly refer to proposed amendments Nos. 1, 4, 6, 7, 9, and 10 as being most valuable and useful, not only to the profession, but to the community generally.

A NOTICEABLE FEATURE of the business of the Court of Chancery during Trinity Term has been the number of petitions to wind up joint-stock companies, and the motions made with reference to them. It is also not unworthy of note that the undertakings, which have been placed in such a position that the Courts have seen fit to make winding-up orders, have been for the most part established within the last three or four years. In the case of banks and finance companies, they have not been enterprises which were floated to seek business in a new field, but have taken over old established firms.

WE HAVE BEEN FAVOURED by the kindness of the author with a copy of the address delivered to the Birmingham Law Students' Society, at their last annual meeting, by C. J. Saunders, Esq., who presided on that occasion. We regret that our space will not permit us to reproduce this address verbatim, because we feel that no extract within our power to publish will give a fair idea of its merit; whether looked upon as an instruction to law students, which it is in form; or as an exposition, by a solicitor of position, of the duties and character of the profession, which it is in fact; and in this point of view the address possesses this peculiar merit, that whereas such addresses have been usually delivered either by members of the bar or local magnates, who have addressed the profession as it were *ab extra;* we have on this occasion the utterances of one who, speaking *ab intra*, from the ranks of the profession itself is a far more satisfactory exponent of its views and requirements.

In reference to the general conduct of articled clerks, Mr. Saunders makes some observations, which are, we think, very pertinent to a question lately raised in these columns by one of our correspondents. After remarking that the profession is so difficult that none can hope to excel in it without giving to its study many years of the closest attention; and that, therefore, a clerk should resolve, from the first day he enters the office, to work, he continues:—

Now, if you are resolved to work, and do not stand upon your dignity as to the class of work—which is the most unwise thing you can do—you may nearly always have your hands full; and whatever is given you to do, do it carefully and thoroughly. If it be simple copying, as much of your early work will be, do it well and neatly, and do not either affect or practise that slovenly scrawl which some young

* 10 Sol. Jour. 761.

gentlemen think they are privileged to use. If you write well and correctly you will have the opportunity of copying many papers of consequence which you would otherwise never see, and would also make yourselves far more useful to your master. Do not, therefore, despise the acquisition of a good plain hand; it will be of advantage to you through life; and do not consider your dignity insulted by being put to mere copying, whether it be the copy of a document of importance or only the copy of an ordinary writ. Something may be learnt from all; for instance, from copying bills of costs, a subject of which articled clerks, when out of their time, generally know nothing, and the construction of which is really an art in itself, almost as necessary to be learnt for the purpose of *keeping* your clients as the knowledge of the law is for *getting* them. You will also find it of advantage to you, particularly if you afterwards take a managing clerkship, to learn the most ordinary arts of a copying clerk, in order that you may, on emergencies, be independent of their assistance, and able to perform their duties with tolerable neatness.

Then after some general observations on the increased incentives to work provided at the present day, and a discussion of the relative advantages of commencing practice at once, or previously taking a managing clerkship for a time, Mr. Saunders comes to the consideration of the requisites for professional success. First of these is, of course, professional knowledge; but secondly, Mr. Saunders adverts to a qualification, the success thereof is not so generally recognised, physical strength of constitution. He says:—

The next and all-important element in professional success is hard work. Nothing of value in this world is achieved without down-right hard work, and if a young lawyer determines to make a great practice, he must be a glutton at work for the first ten or fifteen years of his career. I don't recommend any man to tax his physical powers to an excessive and dangerous extent, or he may be struck down, as some have been, in mid career, and leave others to reap what he has sown; but still, unless there are great powers of physical endurance in the way of close sustained application, it is almost hopeless for a man to expect to rise to the first rank in the legal profession. The evil attendant upon so sedentary an occupation as ours, should be counteracted by regular and frequent out-door exercise, and abundance of fresh air. Lawyers, however, are, I believe, proverbially long lived.

On the question of personal character, Mr. Saunders makes some important remarks—

The personal character of a professional man, whether in law, physic, or divinity, must, if he would attain to high eminence in his profession, be unimpeachable. An attorney has, from his position and the trust that is obliged to be reposed in him, great powers committed to him for good or evil. You will have to take a solemn oath on your admission that they shall be used for good, and that you will, at all times, conduct yourselves as honest and faithful attorneys should do. Do not break that oath for love of money or fear of man. Keep the bright shield of your honour untarnished by speck or stain.

Never permit yourselves to be made the instruments of oppression, injustice, or revenge. Always have the courage to tell your client to the face when he is in the wrong or seeking to do wrong. Preserve the secrets of your clients inviolate. Never, from motives of vanity, or in mere idle gossip or thoughtlessness, suffer yourselves to talk about their affairs—it is a breach of confidence which they will rarely forgive. "Speech is silvern, but silence is golden" is a proverb which an attorney should always keep in mind. Look upon your client's cases, not with a hungry eye to costs, but with a single eye to their interests. . . . Do not encourage, but, so far as possible, check and restrain, litigation. A litigious attorney is an unmitigated evil in any community, but be sure that the blessedness pronounced on the peacemaker will be none the less ample because the peacemaker is an attorney; and it rests very often with attorneys, in cases of dispute, whether litigation shall proceed or be stopped. You will find that most cases admit of a fair compromise, and you will generally find it to your own interest, not less than your client's, to settle instead of trying actions.

Lastly, let your conduct towards the members of your own profession be marked by scrupulous honour and good faith. Let the words "sharp practice" be never applied to you or your dealings. Act so that your word may always be relied upon, and, while you are vigilant in protecting and securing your client's interests, never, for the sake of a present triumph, take a dishonest or unworthy advantage.

But the address itself must be read to be properly appreciated, and we cordially recommend it to the attention of all our readers, lay and professional, solicitors and students.

THE SUBJECT of the retiring allowances of some of the officers of the Court of Chancery came under the consideration of the House of Lords last week on the occasion of the discussion of the Pensions' Bill. As regards some of these officials, a great difficulty arises from the fact that although they are entitled on retirement to pensions calculated according to the Civil Service superannuation scale, yet the time of life at which they are appointed is necessarily such that they can never acquire a right unless under exceptional circumstances, to an adequate pension, because, from the age at which they are appointed it is imposible they can acquire the requisite number of years of service. Among this class are especially pointed out the chief clerks to the Vice-Chancellors and the Master of the Rolls. These gentlemen, whose qualification for the appointment is that they should be solicitors "of ten years' practice," have, as our readers are aware, been chosen from among those of the highest standing in the profession. Had they been men young in practice, and who had barely acquired a thorough knowledge of their work, there would be but slight ground for calling attention to their claims. As the fact is, a chief clerk appointed at the age of forty-five or fifty with a salary of £1,500 a-year would, at the age of sixty-five, be entitled to the most miserable pittance as a retiring pension if calculated upon the Civil Service superannuation scale, and if he were to live to the age one hundred years and retain his faculties and power, he would then, if he had served fifty years, only be entitled to a pension (supposing he could then enjoy it) equal to three-fourths of his then salary. It follows, therefore, that, in order to do justice to these gentlemen, either their salaries must be annually increased in such a ratio as shall make the twenty-five years' service which they can give equal to the fifty years' service of the Civil Service, or that a certain number of years should be added, in counting their term of service, in respect of the qualification required for the office to which they are appointed. The Master of the Rolls, in speaking on the bill under notice, appears to have entertained an idea that the former course, or something like it, ought to be adopted, and it is possible that the amount of the salary of the chief clerks might very properly be resettled by Parliament. However, he did not press any motion upon the notice of the House, and it appears to us that the Lord Chancellor is, by the bill, enabled adequately to deal with the matter so as to do justice, provided the Treasury do not interfere, as they probably will, to frustrate his good intentions. The fourth clause provides that the Lord Chancellor may declare that certain professional, or other peculiar qualifications, are required for any of the offices to which the bill relates, and with the consent of the Treasury, to order that a number of years, not exceeding twenty, be added to the number of years actually served by an officer in computing the amount of superannuation allowance. The qualification for a chief clerk comprises—first, the five years of his articles, and afterwards a ten years' term of actual practice at the least. We think, therefore, that at least fifteen years should be added to the term of service of chief clerks, and that no one will be prejudiced by such a concession to their very able services. There are, in truth, very few really qualified members of the profession to whom the post of chief clerk is any great acquisition, and when we regard the amount of labour they must undergo, the chief clerks, even with fifteen years added to their term of service, would be by no means overpaid.

THE PANIC which disturbed the steady course of commercial affairs three weeks ago appears to have spread its alarm as far as the House of Commons, if we may judge by the bill to enable limited liability companies with shares of large amount to reduce those shares to a lower amount, so as to permit persons of small means to become possessed of them, which passed through all its stages in that house without opposition, only to meet its *quietus* in the House of Lords. The principle of limited liability has not hitherto deserved the admiration of the honest portion of the monied community, and, therefore, it appears ridiculous to propose to bring to the aid of millionaires persons of small means. According to the fable, the mouse released the lion from the net, but, if the existing system is the means of bringing loss on the present class of shareholders, who are supposed to be comparatively rich, how much greater would the misery be if spread over a large class of poor shareholders. It is difficult to see what ground there is for the interference of legislation in the direction proposed by the Companies' Act 1862 Amendment Bill. It is reported that many companies awaited with anxiety the passing of this measure; but the most reasonable mode of looking at their desires includes a very pertinent inquiry as to the stability of these expectant concerns; if they are doing a good legitimate business the powers given by the Act which enable them to wind up voluntarily and commence afresh, need form no obstacle to the accomplishment of their desires; if, on the other hand, they are in a tottering condition it is better that legislative sanction should not be given to their proposed change of constitution. We cannot regret that the House of Lords has thrown out this bill, it would have supplied no acknowledged want, and might have been the means of multiplying the number of victims of limited liability companies.

THE RUMOUR that Judge Longfield had come to the determination of resigning his office as one of the judges of the Landed Estates Court has been confirmed by a public announcement of the fact made by the learned judge himself on Saturday. The reason assigned by Judge Longfield for adopting this course is the additional labour thrown upon him by the determination of the Government not to fill up the vacancy caused by the death of Judge Hargreave. He complained very strongly of the injustice with which he had been treated in this matter, and said "he felt that he should be wanting in self respect if he sat in his present seat for a day after he was able adequately to discharge the duties of his post. This, in consequence of the state of his health, he could not do if the number of judges were reduced." The public, although they will probably agree with us in differing from the learned judge on this point, will view the retirement of Judge Longfield with much regret. No abler, no more painstaking, no more conscientious judge has ever presided in any legal tribunal, and the retirement of such a man, in the full vigour of his intellect, from a position which he was peculiarly qualified to fill, will be universally regarded as a great public loss.

Much anxiety is felt amongst solicitors as to the successor who may be selected to this eminent lawyer, who, with the assistance of Baron Richards, then of Mr. Commissioner Martley, and all through of the late Judge Hargreave, conducted the laborious work of the Incumbered Estates Court, and since its extinguishment, of the Landed Estates Court, with so much satisfaction to the profession and advantage to the public service. Of these "Fathers of the System" Judge Longfield is the last remaining. To uphold the dignity, and indeed the value of the Court, the whole of the work must not be left to fall on the shoulders of Judge Dobbs, now the only remaining judge. It is, however, to be feared that there will be some difficulty in obtaining any one to accept the office in whom confidence may be placed, and whose presence would command respect for his decisions. The salary and position do not attract the ambition of the more eminent members of the profession; yet of its importance to the public there can be no question, and we can only express a hope that an appointment will be made which will not tend towards impairing the efficiency of the Court, or its place in the regard of the legal profession, and of the public.

THE REJECTION of the Real Estate Intestacy Bill by the House of Commons is one of those events which serve to mark the state of public opinion on a point in which lawyers take the keenest interest. The proposition was that the law as regards real estate should, in cases of intestacy, be assimilated to that which regulates the distribution of the personal estate of intestates. So long as it is not proposed to make the distribution of real estate compulsory, the introduction of such a bill as that of Mr. Locke King has the appearance of being merely a political move. While every man has the power to make a will, and to deal with his estate according to his own pleasure, it can matter but little to him whether the law will pass the estate in case of intestacy to his eldest son, or whether it will divide the property between his next-of-kin. Those who wish to direct the succession to their lands can do so, while those who have no thought or wish on the subject, who, it must be confessed, are in the minority, are in no way prejudiced. It may appear very wise to talk of the law of primogeniture, but it is uncertain whether those who speak of such a law know exactly what they mean. If it were intended to abolish the power to entail, or if to make void a will or settlement of real estate, such a proposition would be intelligible, as having for its object the entire alteration of the laws which relate to real property, and its devolution from one owner to his appointed successor. A state of affairs may be conceived in which it should be necessary to require all land to be brought to the market periodically in order to effect its distribution amongst a larger proportion of the population; but the measure rejected last week would have had no such effect. The only effect of it would have been to divide a few small estates among a large number of small holders, who would, in the new state of society, have been unable to make any real use of their holdings. Until a large majority of the landowners of the country call for a change in the law bearing on the succession to real property, no change is necessary or advisable.

BILL TO AMEND THE LAW OF MARRIAGE IN IRELAND.

A legislative measure on the marriage law of Ireland is sure to excite some interest in all who watch the progress and history of our laws. But whether the bill in question will call forth unanimous satisfaction with all its clauses is not quite so certain. We fully believe that all friends of social justice and political and religious equality of every creed would be glad to see the first section carried into law. With regard to the second, we think, that every friend of sound and healthy legislation would, at least, very much hesitate before sanctioning a place for it in the statute book. The first section is but a concession which justice demands, and as such there are, we trust, few who would not hail with pleasure its acceptance by the Legislature. For the second, it seems to us there is no such ground for favourable opinion, but, on the contrary, there is something about it calculated to prejudice, not merely the timid or bigoted, but the calm, wise, and just-minded. We will, however, let the reader form an opinion by laying before him these two, as well as the other sections of the bill.

The preamble sets forth the existing state of the law (so far as it is intended to remedy it) as established in a statute passed by the Irish Parliament in the 19 Geo. 2, which provided that "every marriage between a Papist and any person who had been, or who had professed him or herself to be a Protestant at any time within twelve

months before such celebration of marriage, or between two Protestants, if celebrated by a Popish priest, should be absolutely null and void, &c." The preamble then goes on to say that the said enactment has been fraudulently taken advantage of, and has led to great public scandal and inconvenience.

The first section of the bill repeals the obnoxious provisions referred to. As we will make an observation on the words of this repealing section we give them at length. They are as follows:—

"The said enactment . . . is hereby repealed as to all marriages *which shall be celebrated by any Roman Catholic priest between two Protestants*, or between a Protestant and Roman Catholic," &c.

The second section excepts marriages under the bill from the main provisions of the Irish Marriage Registration Act of 1845, 7 & 8 Vict. c. 81, and places them within an exception contained in that Act.

The third section excepts from its provisions any civil or criminal proceeding commenced before the passing of this Act. The fourth and last section provides that nothing in the Act is to be construed to repeal any enactments in force for preventing marriages by degraded clergymen. And this Act is not to apply to the marriage of any member of the Royal family.

Of course, of these sections the first is the one which monopolizes all the interest we feel in the bill in question. On the justice of the change proposed in that section we have already expressed ourselves, nor do we think that many will be found to dissent from the unanimous opinion of the Irish judges in *Reg.* v. *Fanning*, 14 W. R. 701, as to the present iniquitous state of the law. It is not our province, however, to enter into a detail of the hardships and wrongs which that law has caused or enabled. It needs no argument to show that a law which allows an unprincipled man to turn round on a woman whom he has vowed to cherish as his wife, according to the most solemn rites, and treat her as a concubine, and that on no general ground of policy, but merely on account of the religion of the celebrant of the marriage, is oppressive, and ought, therefore, to be expunged from the code of a Christian country.

The language of the section, however, seems to us to be somewhat too wide, as it seems, at least impliedly, to sanction a marriage of two Protestants by a Roman Catholic priest, a proceeding which could never be required for any legitimate purpose. Indeed, the second section puts it beyond a doubt, because in excepting marriages under the bill, it describes them as "marriages by a Roman Catholic priest between two Protestants, or between a Protestant and Roman Catholic, celebrated after the 1st day of January, 1867." It would seem, indeed, that such things took place, and had legal validity before the passing of the penal enactment of the 19 Geo. 2, as that Act declared all such marriages null and void; and we admit that, independently of the last named enactment, we see nothing to invalidate such a marriage, provided all the regulations as to publication of banns, canonical hours, &c., have been duly observed. But this is just the very thing which it desired to avoid; if the same publicity were necessary in both cases, the enactment would be inoperative; for we cannot divine any reason which would induce two Protestants to select a Roman Catholic priest to perform a religious ceremony of this sort for them save one—viz., that as the law now stands, it would afford extra facilities for a clandestine marriage. If the second section of this bill should pass into law, then, as no registration of such a marriage under 8 & 9 Vict. c. 81, would be imperative, we could at once see a motive to induce two Protestants, under certain circumstances, to desire to have the knot tied by a Roman Catholic priest.

These observations bring us back to our opening remark with reference to the tenor of the second section. The reader will have seen that it excepts marriages under the bill from the operation of the Irish Marriage Registration Act of 1844. In other words, marriages of the two descriptions already specified would be by this section placed on the same footing as ordinary marriages between two Catholics by a Roman Catholic priest—that is, they would not require registration. The Church of Rome holds marriage as a sacrament, and therefore, as of necessary consequence, independent of any peculiarities of municipal law; and therefore, in the eye of that Church, and consequently in the feelings of its people, the religious character of the marriage ceremony cannot be affected by legislative regulation. In deference to this feeling, the various Acts of Parliament which have been passed in Ireland for securing the publicity and record of marriages, have studiously excepted purely Roman Catholic marriages (*i.e.*, marriages between two Roman Catholics according to the rites of that Church) from their provisions, and the validity of such marriages rests solely on the law of the Church. We have no intention at present of expressing any opinion whether such a state of the law is right or advisable, even when all the parties to the marriage are of one mind; but we are clear that it ought not to be tolerated where the rights of persons not of the same communion are to be affected.

We feel it, therefore, our duty to express our opinion that the proposal to exclude such marriages as the bill aims at legalizing from the operation of the enactment already referred to, ought not to be sanctioned by Parliament. However honest may be the intentions of Mr. Serjeant Armstrong, his wisdom and forethought by no means keep pace with his honesty, if he does not see that the proposed change would open the most facile and tempting avenue to clandestine marriages. It is not that we should say that every clandestine marriage is in itself unwise; but the fact that it is clandestine is improper. And as such marriages are, as a rule, either the result of common impetuosity of transient passion, or, what is much worse, of wily and heartless craft on the one hand, and silly confidence on the other, the less facility that is offered for them the better.

It would be curious to learn, if it could be ascertained by any species of statistics, what proportion of such unions prove happy or the reverse. But this is, in our view of the case, immaterial. What is of the highest importance in the interest of the public at large is that a contract involving such momentous consequences, not only to the parties themselves, but their descendants and all others connected (oftentimes even remotely) with them, ought not to be suffered to exist unless solemnised in the face of day, after due notice, and under proper provisions for securing the perpetuation and notoriety of the evidence thereof. To draw an illustration from a case which has gone further perhaps than any to bring this question into prominence: the injury which would have been inflicted on Mrs. (Forbes) Yelverton and her children had the Rostrevor marriage been a good one, would have been at least as great (in some respects greater) than that which its invalidity entailed on Miss Longworth. That midnight ceremony ought not, in our opinion, ever to have had a chance of being regarded as a marriage; not, however, for the reason which produced its nullity, but because of its secrecy.*

Futhermore, no conceivable reason exists for putting marriages by a Roman Catholic priest in a better position than those by a Presbyterian clergyman, which are forbidden unless one of the parties belong to his communion, and are expressly made subject to the provisions of the Registration Act.

For these reasons we would be sorry to see Mr. Serjt. Armstrong's bill pass into law as it stands, but would be very glad to see the obnoxious clause of the statute of Geo. 2 expunged from the statute book, provided the marriages thereby legalised were made subject to the General

* If the bill passes, every Nobleman in Ireland, in 1940, might find his title assailed by claimants relying on marriages three generations old, which had never been heard of or suspected since their celebration (say in 1867), till some great grandson of the alleged union claimed the title and estates on the certificate of a priest, who might have died sixty years before.—Ed. *S. J.*

Marriage Law. If we are not much mistaken this was proposed so long ago as 1859, by Sir Hugh Cairns when Solicitor-General, and rejected in consequence of the opposition of the Roman Catholic hierarchy. For ourselves, much as we object to the existing law, we would much prefer that things should remain *in statu quo* rather than accept the equally one-sided and illogical proposal contained in this bill. To pass it as it stands would be verifying the proverb about expelling one evil by letting in another and a greater.

ATTORNEYS AND SOLICITORS (IRELAND) BILL.*

In the course of next week, probably on Wednesday, the bill promoted by the Council of the Incorporated Law Society of Ireland to assimilate the laws regulating the profession of attorneys and solicitors in Ireland to those in England, will come before the House of Commons for a second reading. The measure has already obtained the sanction of the House of Lords, having been introduced by Lord Chelmsford, ex-Chancellor of England, carefully canvassed by the legal members of the House, and finally passed by their Lordships. This fact alone should ensure the success of the bill in the Lower House, inasmuch as it rarely happens that any measure which is not based on sound principle, or which is in any way contrary to public policy is originated in, and adopted by, the House of Peers. Indeed, their Lordships are remarkable for their cautious, sound, and politic legislation. But the intrinsic merits of the measure are such that we should augur for it, even if it had not been previously approved of by the House of Lords, a favourable reception in the Commons. The claims which the attorneys and solicitors of Ireland advance, are in themselves so just and reasonable that it is difficult to understand on what ground they could be resisted; yet such resistance was offered by the benchers in the Lords, and pronounced, after a full consideration of all the objections urged against the measure, to be untenable. The solicitors simply ask to have conferred upon them the same privilege as that enjoyed by their English brethren, of having the supervision of their own profession, and some control over the funds furnished by their own body. No persons have so much interest in maintaining a high standard of education, of honour, and of respectability in the profession as the solicitors themselves; and the duty of doing so could not be entrusted to safer or more efficient hands than those of the able and honourable body of men who constitute the Council of the Law Society—men of high character and of great experience—the heads and natural guardians of the profession to which they belong. This is so obvious that it requires no argument to enforce it. In England it is recognised and acted on, but in Ireland a different system has hitherto prevailed, and it is to remedy the anomalies and injustice of that system that the present bill has been promoted. When the bill was under consideration in the House of Lords a report of the Legal Education Committee of the Benchers was presented to the House, stating a variety of reasons why they conceived the bill should not be allowed to pass—one reason assigned being that the benchers had for more than two centuries exercised the power of making rules for the education and admission of attorneys. The Council of the Incorporated Law Society replied to all the objections stated in the Benchers' report, and this reply was deemed so conclusive by the Lord Chancellor, who was at first opposed to the bill, that he formally withdrew his opposition and allowed the bill to pass. Whether the opposition of the Benchers will be carried into the House of Commons or not we are unable to say; we believe, however, that the arguments which have convinced the Lords will be equally potent with the Commons, and that this measure, which is plainly one of justice, and is calculated to prove most beneficial in its results, will speedily become law.

* From *Saunders's Newsletter*.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

June 11.

IN BANKRUPTCY.—RE ASCOTT, EX PARTE ASCOTT.—This was an appeal from an order of Mr. Commissioner Goulburn, adjourning the examination of the bankrupt *sine die*.

Roxburgh, in support of the appeal, stated that the adjudication took place in July, 1864, and the last examination was adjourned from time to time until March in the present year, when the order complained of was made.

It appeared that the bankrupt had been examined in the course of the bankruptcy, as well as other persons, and application was made to the Commissioner for leave to have copies of those examinations supplied to the bankrupt, which application was refused, with costs. These costs and the costs which the bankrupt had been ordered to pay on the adjournment of his last examination, which amounted to about £36, he had been unable for some time to pay, but ultimately did so, and then obtained the meeting for his last examination, when it was adjourned *sine die*. The order of the Commissioner refusing copies of the examinations was read to their Lordships.

Bagley, for the assignee, said that application for copies was was refused, because it extended to examinations which had not been taken, but if it had been confined to those taken it would have been granted.

LORD JUSTICE TURNER said that the bankrupt was entitled to have copies of any examinations intended to be used against him, and that the better plan would be to discharge the Commissioners' order, the assignees to furnish the bankrupt with copies of the examinations, and that he should then go again before the Commissioner and apply to pass his examination. The deposit to be returned.

Solicitors, *Denton & Hall*.

MASTER OF THE ROLLS.

June 2.

Re LONDON AND MEDITERRANEAN BANK.

Company—Winding-up—Official liquidator.

This was an application to continue the voluntary winding-up of the company, under the supervision of the Court, under liquidators appointed by the shareholders.

The winding-up order had been made on a petition on behalf of the shareholders. Four liquidators had been appointed, but two of them had since refused to act.

Jessel, Q.C., appeared on behalf of the company.

J. N. Higgins opposed on behalf of a shareholder who presented a petition for compulsory winding-up. He objected to the continuance of the winding-up under only two of the four original liquidators, and said that his Lordship had laid down that if there is any opposition the liquidator will not be appointed at the hearing.

Jessel, Q.C., in reply.—Shareholders are not entitled to petition for compulsory winding-up after an order has been made on a petition for winding-up on behalf of the shareholders.

Selwyn, Q.C., appeared for the liquidators.

LORD ROMILLY, M.R.—The order must be to continue the winding-up under the liquidators already appointed. The shareholders, after liquidators are appointed in pursuance of a decision of a meeting of the company, are bound by that decision. The opposing shareholder cannot have his costs.

Solicitors, *R. Miller; Harrison & Lewis*.

June 2, 6.

RE CLEVELAND IRON COMPANY.—*Contributory—Winding-up—Costs.*—This was an application to have the costs of an appearance before the Chief Clerk allowed. When the company was formed, an application was made by Lloyd and Watson for ten shares each. They alleged that after their application a change had taken place in the constitution of the company, by which considerable additional expenses had been caused, and that they had never taken any steps to become shareholders. There was great doubt as to whether they had ever been properly entered on the list of shareholders. The order to wind-up the company was made in July, 1856. Hopwood, the official liquidator, had placed their names on the list of contributories; they were struck off on application to the Chief Clerk, but he thought the matter so doubtful that he refused to give them

the costs of the application. It appeared that Watson had been the solicitor to the company, and Lloyd one of the promoters. This application was for the costs of the appearance before the Chief Clerk.

Baggallay. Q.C., and *Roberts*, for the applicant.—Hopwood had the whole control of the business. He was formerly the manager, and was now the official liquidator, and was interested in having the appellants made contributories.

Selwyn, Q.C., and *Graham Hastings*, for the official liquidator.—Hopwood is a creditor of the company, and will be paid by calls on the shareholders. It was, therefore, in the interest of the shareholders that he had put them on the list of contributories. The effect of the Chief Clerk's decision was to give them the benefit of a doubt. They cited *The Exhall Mining Company*, 13 W. R. 219.

Baggallay, in reply.—The withdrawal of the applicants was the result of a change of policy by which the liabilities of the company were increased. The rule is that the shareholders in general pay the costs of proceedings by the official liquidator, and this case ought to follow the general rule.

June 6.—LORD ROMILLY, M.R.—In this case there was a *primâ facie* ground for putting the applicants on the list of contributories. They might have acted so as to leave no doubt about the question, but they have not done so. This is merely an appeal on the question of costs. They must pay the costs of this application.

Solicitors, *A. Watson; Deane, Chubb, & Saunders.*

June 6, 8.

CRAVEN *v.* CRADOCK.—*Re-hearing of a point not argued at a former hearing.*

The late Mr. James Cradock, at the time of his death in December, 1856, was the owner of thirty shares in the Leeds Banking Company, and by his will he bequeathed these shares to trustees in trust for his son for life, and afterwards for his children, his son being one of the trustees; it was doubtful upon the construction of the will whether there was a peremptory direction for the conversion of these shares. A share of his residuary estate was bequeathed to his daughter.

There was now a liability in respect of the shares bequeathed by the said will to pay calls amounting to £2,400, and the executors of the testator were placed on the list of contributories in their representative character as executors.

The trustees had filed a bill to have it declared by whom and out of what fund the calls should be paid, and the question argued at the hearing of the suit was whether the daughter's share was liable to pay any part of the calls. No question was then raised as to whether the executors had not committed a breach of trust in retaining the shares, instead of converting them, and no inquiry was asked for on that point. Subsequently a petition of re-hearing was presented by the son, whose share was declared liable to pay all the calls, charging that the shares ought to have been sold and converted by the executors within twelve months after the testator's death, and praying that the cause might be re-heard.

It now came on for re-hearing on the point of construction as to conversion of the shares.

Baggallay, Q.C., and *Swanston*, for the petitioners.

His Lordship discharged the former order, and in lieu thereof, directed a common adminstration decree, with inquiry as to the circumstances under which the shares in the Leeds Banking Company were retained. Costs of all parties of the petition of re-hearing to be costs in the cause.

Solicitors, *Few & Co.*

June 11.

RE MOORE, M'QUEEN AND CO. (Limited).

This was a petition by Mr. M'Queen, one of the largest creditors (stated to be the largest unsecured creditor), and a shareholder in this company, for the winding-up of the company; there was also a petition by Mr. Giffard, a contributory.

An application was made that the petition might stand over until after a meeting of the shareholders had been held on Wednesday to ascertain the opinion of the bulk of the shareholders; but his Lordship said that he thought the creditor was entitled to the order, and that he found it often involved less cost to the company if the order were made at once instead of the petition standing over.

Jessel, Q.C., and *A. E. Miller*, appeared for M'Queen.

Jessel, Q.C., and *T. A. Roberts*, for Giffard.

Collins for a number of creditors.

Swanston for certain contributories, and *Caldecott* for the company.

His Lordship made one order on both petitions, the creditor to have the carriage of the order.

Solicitors, *Duncan & Murton; Lewis & Lewis; Cole; C. Harcourt.*

June 12.

IN RE TAYLOR'S ESTATE.

Informal document—Charge.

The respondent owned £100 to the claimant, and signed a document by which she undertook that the amount should be paid when and as she should come into possession of property involved in a certain suit, and stipulated that this undertaking was to be subject to certain charges.

The question was whether this document constituted a charge on the property.

Jessel, Q.C., and *Martineau*, for the respondent.—This document is more like a *post obit* bond than a charge upon property. It is a personal covenant to pay. "Undertaking" is distinguished from "charge" in the document itself.

Kay, for the claimant, was not called on.

His Lordship said that these informal documents must be construed strongly against the debtors, who thereby obtained the benefit of delay. He should declare that a valid charge was constituted, subject to the mortgages.

VICE-CHANCELLOR KINDERSLEY.

June 8.

EX PARTE KING'S COLLEGE, CAMBRIDGE.

In a petitionunder the Lands Clauses Consolidation Act, by the Society of King's College, Cambridge, for investment of purchase-money of twenty-one acres of land taken by the Oakhampton Railway, it appearing that a portion (under three acres) was copyhold, and leased for lives, and the leases, though beneficial, were of very small value,

KINDERSLEY, V.C., made the usual order, without any direction for accummulation.

RE LONDON AND PARIS HOTEL COMPANY.—This was a winding-up petition by a judgment-creditor.

W. F. Robinson, for the petitioner, now stated that the debt having been paid last night, no order was asked, except for petitioner's costs. Order as asked.

RE OVEREND, GURNEY, & CO. (LIMITED).—*Roxburgh* stated that at a recent meeting a resolution had been passed to wind-up voluntarily, under supervision; this was to be submitted to another meeting. Everyone consenting,

Petition ordered to stand over till first petition day after term.

RE KINGDON'S TRUSTS.—*Lord St. Leonards' Act.*—Petition asking the opinion of the Court as to a sale of certain shares, in order to pay calls.

E. Charles, for the petitioners, stated that there were three brothers who, in certain events, might possibly become entitled; two concurred, and the third was in Scotland. Two letters addressed to his well-known abode there, one asking his concurrence, and a second stating the concurrence of his brothers, had elicited no reply.

KINDERSLEY, V.C.—You had better serve him: take leave to do so.

June 9.

WOODS *v.* AXTON.—Reported 10 Sol. Jour. 754.—*W. F. Robinson*, for mortgagees, now asked for his costs.

KINDERSLEY, V.C., made an order for their payment by the receiver.

June 1, 2, 4, 5, 9.

RE THE SHADWELL WATERWORKS COMPANY.—This was a petition to determine the title to a fund of upwards of £40,000, now in court under the Trustee Relief Act. The Shadwell Waterworks were constructed under the Royal licence of King Charles II., and the company incorporated under the 3 & 4 W. & M., and carried on business for a great number of years, until a rival (the West Ham Company) having started in 1748,

each company undersold the other, until the expenditure of the Shadwell Company exceeded the receipts: and, as to some of the shares at least, no calls having been paid for forty years, in February, 1794, a meeting took place, at which it was resolved that it was the opinion of the Board that no proprietor who had abandoned his shares for more than forty years, or had not answered the several calls on shares which had been made, was entitled to any interest or dividends then or at any future time to be made on account of profits arising from the revenues. Subsequently those holding thirty-four out of the thirty-six shares (of which the company consisted) paid up their calls or were settled with in some form, leaving two shares unrepresented. Meantime, the London Dock Act passed, which the Shadwell Company had opposed, and the Shadwell Waterworks were purchased under that statute for £50,000. This sum was then divided into thirty-six parts, and thirty-four of those parts were paid to the shareholders of thirty-four shares, and £2,787 10s., as representing the other two shares, was vested in four trustees, who invested it in £5,000 Consols, the price of the funds being then very low, and they accumulated and invested the proceeds from time to time until 1856, when they paid it into court under the Trustee Relief Act, and the trustees were all dead but one, namely Mr. Woodlean Connop. Two suits had been instituted many years since—one claiming the £2,787 10s. by a Mr. Lewis, and the other with reference to some mortgage transactions as to the shares, from which it appeared that £500 had been lent on one share. But upon the payment into court the present petition was presented, and a reference to chambers ordered upon it, and it now came on upon the chief clerk's certificate, which found the above facts, and also the names of the shareholders and those now claiming the shares on behalf of the original holders of the thirty-four.

With regard to the other two shares, all that appeared was this. Sir John Sweetapple's name was on an old list, dated in 1702, as an original shareholder, and representation had now been taken out to his estate by Colonel Levitt, a descendant of his daughter who married Alderman Levitt, on the footing that he died intestate. As to the other share nothing appeared. The books had been, by effluxion of time, either totally lost or so injured by damp, &c., as to become illegible, and the trustees admitted that they were burnt; but there were several bundles of other papers, which had been brought into the judges' chambers as evidence for the various claimants—twenty-two in number, and especially one by one Perrotte which, if genuine, brought the ownership of the two shares down to the middle of the last century. The present petitioner, William Lloyd Warton, was the representative of one of the shareholders holding the thirty-four shares, and he submitted that the accumulated fund should be divided rateably among the holders of the thirty-four shares.

Baily, Q.C., and *George Murray*, appeared for the petitioner.

Cotton, John Pearson, *George Miller*, *Pontifex*, and *Charles Browne*, for parties also claiming under some of the holders of the thirty-four shares.

Bedwell, for Mr. Connop, the surviving trustee of the fund, in his character of shareholder.

J. H. Palmer, Q.C., and *E. R. Turner*, for Mr. Connop, as trustee.

A great deal of evidence was gone into, and Mr. Turner swore that the books, when he saw them, were nearly illegible from decay. At the conclusion of the argument, his Honour said he should like a further affidavit by Mr. Turner, who had inspected the books in 1856, and, if made immediately, he would in a few days deliver his judgment.

June 9.—KINDERSLEY, V.C., now referred most minutely to the facts, and said that the only question was whether Sir John Sweetapple's representative was entitled to one of the two shares other than the thirty-four. His opinion was that he was not. It clearly appeared that at his death they were very valuable, worth £500, £600, or £700, and, as it appeared that he left two sons and a daughter, whether they were adult or not, there must have been some one to take out administration, and as it was not taken out, the inference must be that he died intestate, but insolvent, not that the share was overlooked; or that he had parted with the share. It appeared that Colonel Levitt had made out a claim to a share in a New Jersey company, but that was then worth little or nothing. His Honour's opinion, therefore, was that he had not made out his claim, and the holders of the thirty-four shares were entitled whenever it should appear that there was no other persons who could make out a claim. The burning of the books was inconsiderate and culpable, but probably not done from any evil intention.

A discussion then ensued as to a name in the advertised list, being wrongly stated—that is, "Richard" instead of "Ro." Boddington, and, by a search in the Middlesex Registry, it appeared that the other share had been vested in a Lord Carpenter. It was then asked that Colonel Levitt might be dismissed, but

KINDERSLEY, V.C. said there must be further advertisements containing a correct list, and the matter must simply go back to chambers; for *non constat* that, upon further evidence, Colonel Levitt might not be able to make out a better case.

Solicitors, *Walters, Joy, & Walters; Woodroffe & Plaskett; Head; H. Scott*; *Turner*.

June 12.

Re THE EUROPEAN BANK.

In this matter several petitions had been presented for compulsory winding-up, and there had been transfers from the Rolls to this Court, and it being proposed to continue a voluntary winding-up already determined upon, under the supervision of the Court, the matter stood over to ascertain the views of the creditors.

Glasse, Q.C., and *Roxburgh*, for the company, stated that £103,000 was the sum appearing on the current account of the creditors, Of this £46,00 was represented by shareholders, and 140 persons had signed a consent representing £70,000, besides those now appearing, and consenting to the voluntary winding-up under the supervision of the Court.

Baily, Q.C., *Osborne, Q.C.*, *Daniel, Q.C.*, *Dickenson*, *Wickens*, *Robinson*, *Locock Webb*, *Higgins*, *Roberts*, *Edmund James*, and *Ormerod* appeared on petition and otherwise, and consented.

KINDERSLEY, V.C., made an order accordingly, and directed all the petitioners to have their costs, and all others only to have one set of costs among them.

ATTORNEY-GENERAL *v.* LAWSON.

This information came on upon a motion for an injunction to restrain the Rev. Robert Hollis from obtaining from the Bishop of Lincoln a license to officiate in Waplode Drove Chapel, and from officiating and performing divine service there; and from receiving the rents and profits of the lands: and to restrain the bishop from affirming his election or nomination, or granting his license to the said Rev. Robert Hollis, or any clerk nominated as such chaplain by the vicar.

The chapel of Waplode Drove, in Lincolnshire, was founded in the 15th century, when lands were vested in feoffees, upon trust to receive the rents and pay them to a minister in a certain manner provided, and whenever the feoffees should be reduced to four, those four were to proceed to appoint six more to make up the number of ten. This mode of appointing and filling up vacancies had not been complied with, and the number had been reduced to three, one of whom, a Mr. Goodyer, was very infirm, and the other two had nominated the defendant Hollis to the chaplaincy; but it being alleged that this was contrary to the wishes of the inhabitants, the information was, after Goodyer's death, filed at the relation of several persons in the parish against the two surviving feoffees, the bishop, and the Rev. Mr. Franklin, the vicar. The deed, the mode in which appointments had been made, and a petition presented in 1823 under Sir Samuel Romilly's Act for a scheme, were all set out in the information.

Glasse, Q.C., and *Bevir*, appeared for the relators, and stated the facts, and also the death of Goodyer, and that since his death, and pending this suit, the two feoffees had taken upon themselves, without consultation with the relators, to execute a second appointment to the same person.

Baily, Q.C., and *C. Hall*, for Mr. Hollis.

Waller, for the bishop, and *Robinson*, for the vicar, agreed to an injunction in the above terms, adding the words "or any subsequent appointment."

KINDERSLEY, V.C., made the order accordingly, and gave liberty to amend, without prejudice to the injunction, on the usual undertaking as to damages.

June 12.

JENNER *v.* MORRIS.—This was a motion by the tenant for life for the custody of certain deeds and documents, which were in court, some being leases.

Baily, Q.C., and *Archibald Smith*, in support of the motion.

Karslake, Q.C., for the mortgagees, opposed it.

KINDERSLEY, V.C., refused the motion with costs, on the ground that the applicant had so conducted himself that the deeds were best in their present custody.

BULLEN *v.* RAVENOR.—*Glasse, Q.C.*, and *Roxburgh* moved to restrain an action in the Court of Exchequer for £1,000. The plaintiff and defendant carried on business at Whitney, as solicitors, having purchased the business for £1,500 of one Hunt,

who held certain offices which the plaintiff obtained. He then joined a Joint-Stock Company, and his liabilities amounting to £21,300, he made an arrangement with his creditors at 1s. 6d. in the pound; but still retained an office, being clerk to the board of guardians. The £1,000 now in question was borrowed of Richard Parnell, and secured to him by the joint and several promissory note of the plaintiff and defendant. Parnell then wrote to the plaintiff and pressed for payment, and, ultimately, brought the action against both. Ravenor allowed judgment to go by default, but Bullen pleaded that he did not make the note and never indebted. A letter was set out in the bill, from Ravenor to Parnell, stating that the action was at his instance, and it could either be prosecuted or discontinued, as he wished, or to the like effect. On the balance of amount Ravenor had sufficient to pay the debt, but in truth, he had said, that if the office of clerk to the guardians was given up to him there would be no difficulty.

Bevin, for Parnell, said that his only object was to recover the money.

L. Webb, for Ravenor, took no part.

KINDERSLEY, V.C., said it was clear that the action was at the instigation of Ravenor; and that Parnell, if he chose, had nothing to do but issue execution against him to get his money. If two or more persons were in partnership, or there was a joint-stock company where all were liable, and one incited a creditor to bring an action against another, this Court would not allow that proceed. This was the same thing, and the only doubt his Honour had was as to the terms upon which he should grant the injunction; as of course he could not decide question of amount. There must be an injunction on the terms of giving judgment in the action, to be dealt with as the Court should direct, the plaintiff undertaking to expedite the hearing as much as possible. One week after answer was then fixed for setting down the cause.

Solicitors, *Bullen; J. Cooper; Peacock.*

VICE-CHANCELLOR STUART.

June 9.

TAGG *v.* PRIME.—This was a suit for an account, and for the specific performance of an agreement whereby the defendant, in consideration of a grant of copyhold land by the plaintiff, agreed to pay his debts and to employ him on his farm as a day labourer for a specified time. The plaintiff had, since the agreement, been sentenced to two months' imprisonment on a charge of embezzlement, and the defendant sought on these grounds to avoid the arrangement.

Bacon, Q.C., and *D. Jones*, for the plaintiff.

Cole, Q.C., and *Marten*, for the defendant.

After some discussion it was arranged that the plaintiff should take a decree for an account, the Vice-Chancellor expressing a hope that an arrangement would be come to between the parties.

June 8, 9, 11.

IN RE THE CONSOLIDATED BANK.

This was a petition by two creditors of the Consolidated Bank praying that the affairs of the bank might be wound-up under an order of the Court. It appeared that a petition to wind-up the company had been presented by the directors in another branch of the Court on the 28th May last, and a provisional official liquidator had been appointed under the 85th section of the Companies Act, 1862. No further steps, however, had been taken in reference to that petition.

Malins, Q.C., and *Cracknall*, now asked for, on behalf of the petitioners, the usual winding-up order.

Greene, Q.C., and *Swanston*, opposed, on the grounds (1) that as proceedings were now actually pending before Vice-Chancellor Kindersley, the present petition had better be heard before him, and (2) that as negotiations were now going on for the immediate re-opening of the bank, any order for winding-up its affairs would effectually put an end to them.

The Vice-Chancellor said that if any evidence had been brought forward to show that the bank was *bona fide* about to resume operations he would not make the order, but as this was not so, the order must go as a matter of course.

June 9.—By the consent of all parties this order was suspended.

June 11.—*Wickens* applied to his Honour for instructions in this case. A provisional liquidator had been appointed by Vice-Chancellor Kindersley, who was desirous of taking certain proceedings, but was afraid that if he did so he might interfere with his Honour's order.

The Vice-Chancellor.—If the official liquidator wants an order for winding-up this bank, I cannot make it. The order which I did make is stopped. He must act, if at all, under the order of the judge who appointed him.

Wickens.—The official liquidator does not want a winding-up order, but his difficulty is that there are two jurisdictions acting in this matter.

The Vice-Chancellor.—There will be no difficulty about the matter. I do not mean at present to make any order for the purpose of winding up this bank. I stopped the order I made by the request of the petitioner, who asked me to make the order.

Malins, Q.C.—Your Honour, on Saturday, in your private room, suspended the order previously made in court.

The Vice-Chancellor.—No, I did not suspend it. I stopped the order. The official liquidator shall have no authority from me to take any proceedings. He is a formidable person, and, in my opinion, the less that gentleman does at present the better.

Wickens.—The official liquidator will be able to proceed as if your Honour had made no order for the winding-up of the bank.

The Vice-Chancellor.—An order that has been stopped is no longer an order.

Solicitors, *Greenfield*; *Ashurst & Co.*

June 12.

IN RE NEWBERY (INFANTS).

It will be remembered that the defendant in this case, Mrs. Newbery, had been committed for contempt, in not obeying an order of the Court directing the delivery of her children to their co-guardian, the Rev. J. Cadell.

Malins, Q.C., and *Graham Hastings*, now asked that the lady might be released from custody, the order of the Court having been complied with.

STUART, V.C.—Has Mrs. Newbery in her affidavit expressed any regret for her misconduct?

Malins, Q.C.—No, sir.

STUART, V.C.—Then I must express regret that she has not done so. Let her pay the costs and go home.

Malins, Q.C., suggested that it would be unnecessarily hard to make her pay the costs.

STUART, V.C.—It would be still more so to make the children pay them. The order will be that on payment of costs she be discharged.

Solicitor, *J. T. Vining.*

IN THE MATTER OF SAUNDERS' TRUST.—*Costs—Petition under Trustee Relief Act.*—The original petition in this matter was by a tenant for life, praying that the dividends on a sum of £340 17s. 10d. Bank Three per Cent. Annuities in the hands of the Court, and to which he was entitled, might be paid him. An order was made on the 25th July, 1864, as prayed.

Bristowe now asked to add to this order a further order to tax the costs, and to have them paid out of the *corpus* of the fund.

STUART, V.C.—Yes; that may be done.

VICE-CHANCELLOR WOOD.

June 2, 4, & 6.

OAKELEY *v.* JONES.—This was a suit to restrain the defendants from further proceeding with a certain tunnel or watercourse which was being made by them, and from causing or allowing the same to communicate with the Pontyblydden water level, and from making any other communication with, or otherwise causing any additional water to flow into the said Pontyblydden water level, whereby, or by means whereof, the same would be rendered less capable to carry off the water from the mines belonging to the plaintiffs, as in the bill mentioned, than the same would, but for the wrongful acts in the plaintiffs' bill mentioned, have continued to be; and from obstructing or hindering the plaintiffs in the exercise of any of the privileges belonging to them, as in the plaintiffs' bill mentioned. The bill also prayed an inquiry as to damages, and that the defendants might be decreed to repair and make good the Pontyblydden water level. The defendants, William Charles Hussey Jones and Henry Jones, were under covenant with the plaintiff Oakeley, to leave good, proper, and sufficient pillars of coal, of at least six yards square, and at intervals of not more than four yards apart, for the due support of the Pontyblydden water level. This level had been constructed many years ago, for the purpose of carrying off the water from the plaintiffs' mines and others. The defendants, it was alleged, had, in working their mines, infringed the covenant by leaving

pillars of coal of less than the prescribed thickness, and had so destroyed the support required for the water level, and it was alleged that the effect of the tunnel which they were sinking to communicate with a pit called the Wet Pit, and thence with the water level, would be to force back and divert into the workings of the Langford Pit, one of the plaintiffs' pits, all or some of the water which the water level in its then present state carried away. The defendants denied that the leaving insufficient supports to the level was the cause of the injury, and asserted that they had a right to drain from the Wet Pit into the level; that the injury was inappreciable; and, that the plaintiffs had acquiesced in their proceedings.

The case turned upon the evidence chiefly of engineers and other scientific men, which was very conflicting.

Rolt, Q.C., W. M. James, Q.C., and *Charles Hall*, for the plaintiffs.

G. M. Giffard, Q.C., and *Beck*, for the defendants.

WOOD, V.C. went at some length into the circumstances of the case. He held that the sub-lessees of the defendants Jones had improperly worked their mines so as to diminish the pillars; that there had been no acquiescence; and that it was no defence to say that the injury was inappreciable. He said he could not grant the specific relief prayed for, but that the defendants must not so alter the existing and normal condition of the drain as to put the plaintiffs in jeopardy of having it flooded. He therefore restrained the defendants proceeding with the tunnel complained of. Plaintiffs to have costs of suit.

Solicitors for the plaintiffs, *Gregory, Rowcliffe, & Rowcliffe*, for *Rushton & Armitstead*, Bolton.

June 9.

In re THE HOP AND MALT EXCHANGE AND WAREHOUSE COMPANY (LIMITED).

This was a winding-up petition presented by a shareholder, who stated that he had got the consent to his petition of the holders of about half the shares subscribed for.

The company was formed in July last with a nominal capital of 12,000 shares of £10 each. Of these, 8,000 only were subscribed for; and of the 8,000, the contractor for the company's buildings took 2,000. On the contractor's shares £3 had been called up. On the remaining 6,000 shares £5 had been called up. The only debt of the company was part of the purchase-money for building sites; and this was secured by way of mortgage on such sites. The reasons offered by the petitioner in support of his petition were that the company had existed now for nearly a year, and had done nothing whatever; that it would soon become insolvent if allowed to continue to exist; and that its means, through the smallness of the number of shares *bonâ fide* subscribed for, and the largeness of the capital required by the undertaking, were so inconsiderable that it had really no prospect at all of ever succeeding. The respondents relied on the articles of association, which provided that the company should not be wound-up, except on a resolution passed by four-fifths of the shareholders; and they charged the petitioner with combining with another shareholder to ruin the company for their own purposes.

Rolt, Q.C., and *Haddan*, for the petitioner.

James, Q.C., Wickens, Roxburgh, and *Horace Davey*, for the respondents.

WOOD, V.C., dismissed the petition with costs.

Solicitors, *Mercer & Mercer; Thompson & Debenham.*

IN RE IMPERIAL CREDIT MERCANTILE ASSOCIATION.

Three petitions by shareholders for winding-up.

Locock Webb and *Swanston*, for the petitioners.

Lindley, for the company, asked that the petitions might stand over till the first petition day of the next sittings. There had been one meeting of the shareholders already, and another had been called for the 14th instant. At this latter it was expected that a resolution would be passed for the voluntary winding-up of the company.

WOOD, V.C., said that as there appeared to be a *bona fide* intention to wind-up voluntarily, he should grant Mr. Lindley's application.

IN RE EUROPEAN AND AMERICAN FINANCE CORPORATION (LIMITED).

Winding-up petition presented by a gentleman who was both a director and creditor of the company. The company had intimated their intention not to appear. The petition was served on May 31st, at the registered office of the company, on the clerk of the secretary.

Kekewich, for the petitioner, applied for the usual order, and after stating the above facts, read the words of the order directing service on some officer or servant of the company. He submitted that service on the secretary's clerk was sufficient.

WOOD, V.C., said that it might be that the secretary employed his own clerk. However the petitioner might take his order, at his own peril as to its being afterwards set aside as irregular by a hostile applicant.

Solicitors, *Singleton & Tattershall.*

IN RE RICHARDS' TRUSTS.

In this matter his Honour made an order which went on the assumption of the death of a man who left England in 1851 for the Australian Gold Fields. He wrote at pretty regular intervals to his wife in England until April, 1856, and in all his letters expressed great desire to return. Since 1856 he had not been heard of. Advertisements had been sent out for insertion in the Australian newspapers.

Rolt, Q.C., and *Giffard, Q.C.*, appeared in the matter.

IN RE COCHRANE'S TRUSTS.—Opposed petition. The question was as to the construction of certain assignments of interests under Lord Dundonald's marriage settlement, the question being whether certain appointments were of specific sums of money, or aliquot parts of the fund.

Amphlett, Q.C., Willcock, Q.C., Mackeson, Locock Webb, & Frederick Harrison appeared.

The Vice-Chancellor said that he could not presume against a purchaser any intention to make the amount appointed to him dependant on the ultimate value of the fund. The appointments must be taken to have been of the specific sums mentioned.

IN RE HALL'S POLICY MONEY.—Opposed petition. The point in dispute was as to the payment of certain costs by two incumbrancers on the policy. The petitioner, one of the incumbrancers, asserted that it had been agreed between himself and the respondent, the other incumbrancer, that these costs should be borne by them in equal shares. The respondent denied this agreement. No point of interest arose during the hearing of the petition.

Freeling and *Lawson* appeared for the parties.

COURT OF QUEEN'S BENCH.

June 7.

BUTTERWORTH *v.* CROSSLEY AND ANOTHER.—Action of ejectment.

Kemplay moved for a rule calling on plaintiff to show cause why he should not answer certain interrogatories.

Rule returnable the day before the last day of term.

RE WARREN'S BLACKING CO. (LIMITED).—*Jones* moved for a rule to strike a name out of the register. Rule refused.

REG. *v.* JUSTICES OF SUSSEX.—*Hannen* showed cause.

EX PARTE BORTHWICK.—Rule for *mandamus* to Corporation of London.

Mellish moved. Rule refused.

REG. *v.* DIX.—*Pinder* showed cause against a rule for a *quo warranto*.

Karslake and *Garth* in support of rule. Rule discharged.

REG. *v.* BENNETT.—Rule enlarged.

Fitzjames Stephen moved.

HAWKER *v.* GREAT WESTERN RAILWAY CO.—*Keneally* moved for a rule to enter a verdict for £5 on first count. Rule refused.

DIGNAM *v.* CATOR.—*Laxton* showed cause against a rule for a new trial for the defendant.

Patchett in support of the rule. Rule absolute.

Costs to abide the event of the new trial.

June 11.

MEE *v.* PARREN.—This was a special case argued on the 1st May.

Mellish, Q.C. (*Lumley Smith* with him), for the plaintiff.

Brown, Q.C. (*Macnamara* with him), for the defendant.

LUSH, J., now delivered the judgment of the Court (BLACKBURN, SHEE, and LUSH, JJ.) Judgment for the defendant.

AVERY *v.* BURCHETT; CLARK *v.* BURCHETT.—*Poland* showed cause against rules obtained in each of these cases, calling on the justices to state a case for the opinion of the Court.

Chambers, Q.C., and *Macrae Moir*, in support of the rules. Rule discharged in each case.

EX PARTE THE WAKEFIELD LOCAL BOARD OF HEALTH.—*Cleasby, Q.C.*, applied for a rule calling on the justices to hear and determine an appeal. Rule *nisi*.

ATKINSON *v.* FOSBROOKE.—*Coleridge, Q.C.*, and *T. W. Saunders*, showed cause against a rule obtained by *Holl* to set aside an order of Blackburn, J., allowing certain interrogatories to be administered by the plaintiff to the defendant.
Holl in support of the rule. Rule discharged.

Mr. Justice Blackburn announced that in the sittings after Term the Court will proceed with the country new trials, except those of the Lord Chief Justice, and will then take the special paper.

COURT OF EXCHEQUER.

June 4.

POOLE *v.* BRADSHAW.—This was a special case to determine the question whether a sheriff was liable to a landlord for seizing in execution goods on the premises of the tenant, which were not liable to execution, but were distrainable.
Archibald argued for the plaintiff, the other side was not heard. Judgment for the defendant.

June 5.

PHILLIPS *v.* DEWDNEY.—This was an action on a bill of exchange, tried before Channell, B. Verdict for the defendant.
A rule for a new trial having been obtained, on the ground that the verdict was against evidence,
Thesiger showed cause against the rule.
Joyce in support. Rule absolute.

SARGENT *v.* IMHOFF.—This was an action in trover to recover the price of an euterpean. It was tried before Channell, B. Verdict for the plaintiff, damages £450.
Oppenheim obtained a rule to reduce the damages to £400.
Dr. Kenealy and *Montague Williams* appeared to show cause.
Oppenheim supported the rule. Rule discharged on terms.

June 6.

BURN *v.* THE MERCANTILE MARINE INSURANCE COMPANY. This was a special case to determine the construction of a clause in a policy of assurance.
Mellish, Q.C. (*Cohen* with him), argued for the plaintiff.
Milward, Q.C. (*Herschell* with him), for the defendant.
Judgment for the defendants.

June 12.

COOMBES *v.* DIBBLE.—In this case (reported on another point, 14 W. R. 676), the Court made the rule for a new trial absolute.

KIRKMAN *v.* MARE.—In this case (*ante* p. 727), the Court made the rule absolute for a new trial,
The LORD CHIEF BARON, who tried the case, deeming the verdict perverse.

WALKER *v.* THE MIDLAND RAILWAY COMPANY.—The Court, after taking time to consider, made the rule absolute to enter a nonsuit in this case.

BARNES *v.* LLOYD.—The Court, in this case, made the rule for a new trial absolute, unless the plaintiff agrees to accept a year's salary, *minus* what he had already received and costs.

DAVIS AND ANOTHER *v.* WIGG AND OTHERS.—*T. C. Matthew* showed cause in this case against a rule obtained by Montagu Chambers, Q.C., calling upon the master to proceed to tax the costs.
Montagu Chambers, Q.C., and *Philbrick*, in support of the rule, were not called upon. Rule absolute.

BAIL COURT.

June 8.

EX PARTE BLEWETT.—*Garth* moved for a rule for a *certiorari* to bring up a conviction in order that it might be quashed.
H. Matthews showed cause in the first instance.
Rule refused.

EX PARTE THORNTON; IN RE POLLARD AND OTHERS, Justices, &c.—*Field, Q.C.*, and *Kemplay*, showed cause against a rule calling upon certain justices to state a case.
J. B. Maule and *Wills* supported the rule.
Rule absolute.

FRANCIS *v.* BERNARD.—*Hance* applied that certain terms agreed upon at the trial of this cause might be made a rule of Court. Rule absolute.

EX PARTE THE GUARDIANS OF THE MARTLEY UNION.—*Pritchard* applied for a *certiorari* to bring up an order of the Court of Quarter Sessions for Monmouthshire, in an appeal in which the applicants were appellants, and the Guardians of the Bedwelty Union were respondents. Rule absolute.

IN RE ARCHER.—A rule had been obtained calling upon Archer to show cause why he should not be struck off the roll of attorneys.
Garth in support of the rule.
No cause was shown. Rule absolute.

June 9.

IN RE GOODERE.—This was an application for an attachment against an attorney for disobeying a rule of Court, which ordered him to pay over certain moneys to the applicant.
Michael for the applicant. Rule refused.

IN RE DANIELS.—*K. E. Digby* moved for an attachment against an attorney for disobedience to a rule of Court, ordering him to send his bill of costs.
Rule refused, as it appeared that the time for obeying the rule had been extended by a subsequent order, which had not been made a rule of court.

SAMSON *v.* HART.—*Byron* obtained a rule ordering the defendant to pay certain moneys found by an arbitrator to be due from him.

EX PARTE REYNOLDS.—*Hurlstone* applied for a rule calling upon the Lord of the Manor of Woodham Walter to show cause why a *mandamus* should not issue commanding him to admit Jesse Reynolds as tenant for life of certain copyholds of the manor. Rule *nisi*.

EX PARTE DANIELS.—*Kenealy* applied that a rule of Court, made on April 30th, might be rescinded, on the ground that the order which was made the rule of Court was drawn up against good faith, and differed from the summons to which the applicant had assented.
Rule *nisi* to rescind the rule of Court and to amend the order, making it conformable to the summons.

June 11.

REG. *v.* THE INHABITANTS OF LAZENBY.—In this case a rule calling upon the defendants to show cause why they should not convene a vestry meeting and elect churchwardens, was made absolute, no cause being shown.
J. A. Russell appeared in support of the rule.

REG. *v.* GREAT EASTERN RAILWAY COMPANY; EX PARTE ST. LEDGER and EX PARTE MOORE.—*Philbrick* appeared to support rules *nisi* which had been obtained calling upon the defendants to summons juries and assess compensation.
No cause was shown. Rule absolute.

CULLEN *v.* FIELD.—*Parry, Serjt.*, and *J. O. Griffits*, showed cause against a rule *nisi* which had been obtained calling on the defendant to show cause why the cause should not be re-entered for trial, unless the defendant gave up certain charts and maps to the plaintiff.
Wheeler supported the rule, which was discharged.

EX PARTE WHITCHURST.—*Philbrick* applied for a rule calling upon an attorney to show cause why he should not pay to Whitchurst £250 and the costs of the application. Rule *nisi*.

REG. *v.* HATTON.—A rule had been obtained calling upon Hatton to show cause *quo warranto* he claimed to act as town councillor of the borough of Kidderminster.
Gray, Q.C., for the defendant, said that he could not resist the application, and undertook to enter a disclaimer on the information being filed.
J. O. Griffits appeared to support the rule.
Order accordingly.

REG. *v.* BOYCOTT.—A similar rule had been obtained in this case.
Huddleston, Q.C., and *Crompton Hutton*, showed cause.
Griffits supported the rule. Rule discharged.

June 12.

PRICE *v.* NIXON.—*Forbes*, for the defendant, moved for a rule to set aside an award. Rule *nisi*.

RAWLINGS *v.* THE METROPOLITAN RAILWAY CO.—*Murphy* applied for a rule calling upon the defendants to show cause why a jury should not be summoned to assess compensation.

EX PARTE THOMAS.—*Jelf* moved for a rule calling upon certain justices of Montgomeryshire to show cause why a *certiorari* should not issue to bring up a conviction in order that it might be quashed. Rule *nisi*.

EX PARTE PADDOCK.—*Jelf* made a similar application in this case. Rule *nisi*.

COURT OF COMMON PLEAS.

June 6.

WALKER *v.* THE MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY COMPANY.

This was an action for causing the death of the plaintiff's horse, valued at £500. At the end of the journey the ticket for the horse was given up, and the horse-box detached from the train; the horse-box was afterwards

taken on some 700 yards for the purpose of passing it over some points and then backing it down a siding, so as to get it to a more convenient landing-place at the station. Whilst so backing, it came into collision with an engine, and the horse was so much injured in the accident that it soon afterwards died. The defendants paid £50 into court, and contended that, as the horse had not been declared to be of a higher value, they were protected by the 7th section of the Railway and Canal Traffic Act, and were not liable for any larger sum. The jury returned a verdict for the plaintiff, with large damages.

Field, Q.C., showed cause against a rule to enter the verdict for the defendants, and contended that at the time of the accident the journey was at an end, and the defendants had performed their contract, and were therefore not within the protection of the statute.

Without calling on the other side the Court made the rule absolute.

MELANIDIS *v.* ISHMAEL PASHA.—*Bovill, Q.C.*, for the Peninsular and Oriental Steam Navigation Company, obtained a rule for a prohibition.

NEWTON *v.* GALE.—This was an ejectment, tried before Channell, B., at Exeter.

Karslake, Q.C., and *Lopes*, showed cause against a rule for a nonsuit, or to enter the verdict for the defendant.

Kingdon in support of the rule. Rule discharged.

Attorney for the plaintiffs, *J. Elliott Fox*, for *Bridgman*, Tavistock.

Attorneys for the defendants, *Dallison & Wigg*, for *White & Dingley*, Launceston.

June 7.

GROTE *v.* GABRIELLI.—*Sir G. Honyman* moved, under the 17th section of the Common Law Procedure Act, 1852, for liberty to proceed, as personal service had been effected.

Affidavit to be amended and application to be made at chambers.

THOMAS *v.* THE NEATH VALE RAILWAY COMPANY.—*Anstie* moved, under the Railway and Canal Traffic Act, for an order on the railway company to relay certain rails.

The Court refused the rule, chiefly on the ground that it was not shown that the *locus in quo* was the property of the defendants. Rule refused.

GILLETT *v.* STONE.—*Parry, Serjt.*, obtained a rule for a new trial on the ground that the verdict was against the weight of evidence.

RE AN ARBITRATION BETWEEN WILCOX AND STARKIE.—*J. O. Griffits* on behalf of Starkie, moved to set aside a rule, by which an agreement to refer had been made a rule of Court, on the ground that where parties agree to refer future disputes, the submission is by parol, and cannot be made a rule of Court. He relied on *Ex parte Glaisher*, 13 W. R. 165, 3 H. & C. 442.

The Court said that their decision would not conflict with that case, and refused the rule. Rule refused.

Attorney for the applicant, *Kirby*.

THORP *v.* FACEY.—This was a rule to enter the verdict for the plaintiff, in an ejectment tried before Byles, J., at Exeter.

Lopes appeared to support the rule, but no one appeared on the other side. Rule discharged.

June 8.

FELTON *v* CHAPMAN.—In this special case *Prentice* appeared for the plaintiff, and *Philbrick* for the defendant.

Judgment for the plaintiff.

Attorneys for the plaintiff, *Digby & Son*.

BROWN *v.* SILVER.—Demurrer to a plea.

Mellish, Q.C., for the plaintiff.

Wills for the defendant. The parties agreed on terms.

June 9.

HART *v.* YORK.—*W. G. Harrison*, for the defendant, showed cause against a rule to alter an award as to costs.

Lopes supported the rule.

Rule absolute without costs.

ROLLSTON *v.* MAHON.—*McMahon* showed cause against a rule to administer interrogatories to the defendant.

Holl supported the rule.

Rule absolute. Costs to be costs in the cause.

Attorney for the plaintiff, *C. G. Lawrence*.

Attorney for the defendant, *W. E. Knobel*.

HARRISON *v.* HENDERSON—*E. James, Q.C.* (*Mellish, Q.C.*, and *Baylis* with him) showed cause against a rule for a new trial on the ground of misdirection.

The action was tried before Mellor, J., at Manchester, the verdict being for the plaintiff. The question now raised was whether the defendant had received and accepted certain goods within the 17th section of the Statute of Frauds.

Monk, Q.C., and *Holker* in support of the rule, contended that he had not. Rule discharged.

Attorneys for the plaintiff, *Reed & Phelps*.

Attorneys for the defendant, *Johnson & Marshalls*.

June 11.

DAVIS *v.* JACOBS.—This case, which depended chiefly upon matters of account, had been referred to the Master who had granted his certificate.

J. A. Russell, on behalf of the plaintiff, now appeared to show cause why the certificate of the Master should not be set aside and the matter re-opened.

The rule was finally discharged on certain terms agreed between the parties.

HOOPER *v.* THE BRISTOL PORT RAILWAY AND PIER COMPANY.—This was an action to recover compensation under the 68th section of the Lands Clauses Consolidation Act.

Mellish, Q.C., and *Prideaux*, appeared to show cause why the defendants should not add a plea averring that the plaintiff's claim was excessive and fraudulent.

Bullen appeared in support of the rule. Rule absolute.

SKULL *v.* GLENISTER.—The plaintiff in this case had obtained a verdict for a sum over £5, which had subsequently been reduced to £5 by consent.

The Court now made an order for the plaintiff to have his costs taxed by the Master.

RANDEGGER *v.* HOLMES.—This was a rule to show cause why all proceedings should not be stayed, on the ground that by agreement between the parties disputes were to be referred to arbitration. The action was brought by the charter of a ship against the shipowner.

Sir G. E. Honyman appeared for the plaintiff.

Hannen for the defendant.

Rule absolute to refer the case on proceedings being stayed.

HARRISON *v.* THE EAST INDIAN RAILWAY COMPANY.—The Court made absolute a rule for a *mandamus* to the Supreme Court at Calcutta to examine witnesses in this case.

WILLIAMS *v.* BIRD AND OTHERS.—This was a rule calling on the plaintiff to show cause why a suggestion should not be entered on the record of the marriage of the plaintiff with one of the defendants, and why the defendants should not have the costs of the day on account of the plaintiff not having gone to trial.

Philbrick appeared in support of the rule, which was made absolute as to the payment of the costs, the name of the co-defendant who had married the plaintiff to be struck out.

ELSTON *v.* DEACON.—This was an action to recover a debt, part of which turned out to be due from one Green alone, and part from the defendant, in partnership with Green. A verdict was found for the defendant.

A. Wills now obtained a rule to show cause why the verdict should not be entered for the plaintiff for the amount for which the consideration was a partnership consideration, and, if necessary, to add a count.

SELIGMANN *v.* LE BOUTILLIER.—The Court made absolute a rule to refer the disputes in this case.

Crompton appeared to show cause against the rule; and *Joyce* appeared in support.

TRUSTRAM *v.* WEBBER.—This case, together with two others, had been referred, and the arbitrator had made his award. The defendant had obtained a rule to show cause why the award should not be set aside and the reference re-opened, on the ground that the arbitrator had refused to receive the evidence of material witnesses.

M. Chambers, Q.C., *Cowie*, *Sir G. E. Honyman*, and *Griffits* appeared in the case.

The Court discharged the rule on the ground that the evidence had never been tendered.

June 12.

RE AN ATTORNEY.—*Francis* moved to make a rule absolute for an attachment, no cause being shown.

SOLE *v.* DENNY.—*C. Pollock* moved for a rule *nisi* for a new trial, on account of the verdict being against the weight of evidence. Rule refused.

HEFFER *v.* FULLER.—*Tindal Atkinson, Serjt.*, on behalf of the defendant, moved for a rule *nisi* for a new trial, on account of the verdict being against the weight of evidence.

The Court said they would consult Keating, J., who tried the case.

LORD BROWNLOW *v.* SMITH.—This was an action of trespass to Birkhampstead-common. The defendant claimed certain rights of common over the *locus in quo*. The defendant obtained leave to exhibit interrogatories to the plaintiff on certain points.

CLIFFORD *v.* FILDER AND OTHERS.—This case arose out of disputes between a landlord and his tenant. It was referred,

and the arbitrator made his award, under which a sum of money was to be paid by the plaintiff to the defendant, and possession of the premises to be given up.

Shaw now appeared to show cause why the plaintiff should not pay the money due and give up possession. The matter was eventually settled by the parties.

CONNELLY *v.* BREMNER.—The Court made absolute a rule to postpone the trial on account of the absence of a material witness.

MELANIDIS *v.* ISMAEL PASHER.—*Watkin Williams* moved to make a rule absolute in this case, no cause being shown.

BABBS *v.* HEATHCOTT.—This was an action on a bill of exchange. The case was called on in the absence of the defendant or his counsel, and a verdict was entered for the plaintiff.

The Court now made absolute a rule for a new trial on the payment of £30 into court in four days, otherwise the rule to be discharged.

IN RE THE PETROLEUM COMPANY OF HANOVER (LIMITED). —*Wordsworth, Q.C.*, obtained a rule to show cause why the names of certain shareholders should not be placed on the register.

COURT OF QUEEN'S BENCH (IRELAND).

(Before LEFROY, C.J., O'BRIEN, and FITZGERALD, JJ.)

MADIGAN *v.* THE GENERAL PROVIDENT SOCIETY.

This was an action to recover £300, the amount of a policy of insurance issued by the defendants. The pleas traversed the making of the policy, and alleged that the contract had been made in England, and that, under the 13 Geo. 3, c. 48, the plaintiff could not recover, as he had no interest in the life when the policy was effected. There was a further plea that the contract was only one to indemnify, and that the plaintiff had suffered no loss by the death, and that the action could not, therefore, be maintained. The case now came before the Court on an application to change the venue from Limerick, where the plaintiff had laid it, to Dublin, where it would be more convenient for the servants of the defendants to attend. The motion was opposed on the grounds that all the plaintiff's witnesses resided in or near Limerick.

Clarke, Q.C., and *Murphy*, were of counsel for the plaintiff; *McDonough, Q.C.*, and *O'Driscoll* for the defendants.

The Court were of opinion that the balance of convenience was in favour of the trial being had in Limerick, and refused the defendants' application.

VON BOHR AND WIFE *v.* BORLASE.—This came before the Court on a motion to show cause against a conditional order for a new trial obtained by the defendant. The action was brought for an alleged assault committed by the defendant, a military officer, on the female plaintiff, in a refreshment establishment which she conducted. The evidence of the plaintiff had been to the effect that the defendant had attempted to assail her chastity, and in so doing had inflicted a serious injury on her knee with a stick. The defendant denied that he had used any violence. A brother officer was produced, who proved that the plaintiff had not complained of any violence, but on the contrary, had said the hurt was the result of an accident. Evidence was tendered of the character of the persons who habitually frequented the house, and it was insisted that, at least, in mitigation of damages, this evidence should go to the jury. The Lord Chief Justice had rejected the evidence, and the jury found for the plaintiffs, with £100 damages. A conditional order had been obtained on the grounds of the rejection of legal evidence, and that the verdict was against the weight of evidence.

Heron, Q.C., and *O'Brien*, were heard for the plaintiffs.

Coffey, Q.C., and *Waters*, for the defendant.

Their Lordships were of opinion that a new trial should be granted.

THE QUEEN AT THE PROSECUTION OF JOHN MCCARTHY *v.* THE JUSTICES OF THE COUNTY OF CORK.

This came before the Court on a motion to set aside a conviction of the magistrates at Mallow, for keeping a setting dog, without having the qualification under the acts relating to game. It was contended that the magistrates had no jurisdiction to impose a penalty of £5, for keeping a setting dog, and that the power of inflicting that penalty was confined to those keeping a pointer, greyhound, or land spaniel, without having the qualification of £100 per annum.

Johnson was heard for the appellant.

Heron, Q.C., for the respondents.

The Court was of opinion that the penalty was confined to cases of keeping a pointer, greyhound, or land spaniel, and that although an indictment might lie for keeping a setting dog,* yet that in the present case there was no jurisdiction, and the conviction must be quashed.

COURT OF COMMON PLEAS (IRELAND).

ARMSTRONG *v.* FORTESCUE.

This was an application on the part of the plaintiff, Mr. John Tew Armstrong, an attorney, for liberty to exhibit interrogatories to the defendant. The action was for a libel alleged to have been contained in a letter addressed by the defendant to the plaintiff himself, and copies of which, it was alleged, had been sent to other parties. The defendant had been the plaintiff's solicitor, but had been changed; and the letter in question was said to contain gross imputations on the professional character and conduct of Mr. Armstrong. The defendant had pleaded "no libel," and that the letter was a privileged communication. The plaintiff now sought to exhibit interrogatories, requiring the defendant to say whether he had not sent lithographed copies of the alleged libel to clients of the plaintiff, and to other parties, with a view to defame his character and otherwise injure him. The motion was opposed on the grounds that the object was to manufacture evidence.

The motion was refused.

Heron, Q.C., and *McMahon*, were of counsel for the plaintiff; *Dowse, Q.C.*, and *Tandy*, for the defendant.

MURPHY *v.* NEILSON.

This was an action against a solicitor for alleged negligence in not investing £500 on solvent security, it being alleged that the sum was lost by the negligent manner in which the defendant had acted. To this it had been pleaded that the agreement for the loan, and the security to be given, had been arranged between the plaintiff and the borrower, and that they had come to him for the purpose only of carrying it out; that he had prepared the necessary documents, leaving blanks in them for dates to be filled up; that, through no default of his, the parties had executed the deeds without having inserted these dates, and that, in this way, the security had proved defective. Counsel now applied that these defences be set aside as embarassing.

The application was refused with costs.

McDermott was heard in support of the application; *Macdonogh, Q.C.*, and *George Foley*, *contrà*.

COURT OF EXCHEQUER (IRELAND).

(Before FITZGERALD, HUGHES, AND DEASY, B.B.)

WELDON *v.* BENTLEY.—This was an application on behalf of the plaintiffs, Sir A. Weldon and another, for liberty to reply and demur to the pleas filed by the defendant. The action was brought to recover an arrear of interest on a mortgage on certain lands of the defendant. The mortgage was for £5,000, executed by the defendant jointly with his brother, and there was a covenant for payment of principal and interest. The plea was, that after the execution of the mortgage, the defendant had assigned his interest to his brother, and that he (defendant) had then become but a surety; and that the plaintiffs had, subsequently to the assignment, given priority to a puisne mortgage, whereby the defendant's covenant had become void.

Shaw, Q.C., and *O'Driscoll*, appeared for the plaintiffs.

Owen, for the defendant, said the pleadings would raise a question of law proper to be discussed, and he could not, therefore, resist the application. Motion granted.

LANDED ESTATES COURT (IRELAND).

(Before Judge LONGFIELD).

IN RE MOULDS.

Levy applied on behalf of George Frederick Moulds, that he be discharged from the custody of the Marshal of the Four Courts, Marshalsea, where he had been con-

* A "setter" is a variety of land spaniel, as their Lordships were bound to know.—ED. *S. J.*

fined since the 12th of April, for a contempt of court. (See 10 Sol Jour. 685, where the facts are fully stated).

Counsel now urged on the Court to take a merciful view of the case. Mr. Moulds was in bad health, aggravated by the confinement he had undergone. It appeared, also, that the deed of conveyance to the purchaser was nearly ready.

His LORDSHIP postponed any decision on the application until the conveyance was completed. Persons (he said) who adopted the mischievous course of getting sham bidders to frustrate sales in the court, could not be allowed to get off lightly; it was necessary for the protection of the public that they should not. He would make an order for the costs against Moulds; and, as to the costs of the marshal, he would consider the matter if any precedent was laid before him.

COMMON LAW.

MARINE INSURANCE—WARRANTY.

Lane v. *Nixon*, C.P. 14 W. R. 641.

This case, which was decided a short time ago, is of sufficient importance to merit some notice here, as it gave rise to the discussion of a point in the law of marine insurance which had not been before decided. The facts of the case were shortly as follows:—A policy of insurance in the ordinary form was effected on goods from Liverpool to Melbourne, until the same should be there discharged and safely landed, including all risks to and from the ship. The goods were damaged before they were landed, and an action was brought on the policy. The defendant pleaded that the damage complained of was sustained after the goods had been transferred from the vessel to a lighter for the purpose of being landed; and that the lighter was not seaworthy for the purpose for which she was employed, and that the damage was occasioned by such unseaworthiness. To this plea the plaintiff demurred on the ground that there is no implied warranty that a lighter shall be seaworthy under circumstances such as those above-mentioned. The Court decided that there was no such implied warranty, and that the plea, therefore, was bad. It is strange that such a point as this should never before have received a judicial decision, but such seems to be the case; and in fact, it was admitted by both sides, during the argument, that there was no direct authority in point. The question is one of great importance, as must be obvious when we consider the great number of ports at which cargoes are invariably discharged in lighters, or in boats of some sort, and reflect also on the peculiar nature of a warranty in a policy of marine insurance. It need hardly be explained that a warranty, whether express or implied, when the word is used in reference to a policy of marine insurance, means a condition precedent, upon the literal performance of which the underwriter's liability is made to depend. If, therefore, a vessel commences her voyage under a voyage policy, in an unseaworthy state, and subsequently suffers damage, although such damage is wholly unconnected with her unseaworthiness, the underwriters are not liable, because the warranty of seaworthiness (which is implied in every voyage policy) was not complied with. If the Court of Common Pleas had held that there was an implied warranty of the seaworthiness of a lighter used in discharging cargo, owners of insured goods which had been injured in any way while in a lighter, would not be entitled to recover anything from the underwriters if the lighter were not seaworthy when first employed, and such a result will appear the more serious when we consider that an owner cannot usually superintend in any way the discharging of his goods at a foreign port, and so might be prejudiced by the employment of an unseaworthy lighter, over the choice of which he had no control whatever. The Court of Common Pleas, however, not being bound by any precedent, decided the case in accordance with the common sense view of the question, and guarded against any such result as that which we have pointed out, by holding that there is not any implied warranty of seaworthiness in such cases.

Besides the point actually decided in *Lane* v. *Nixon*, another legal question of much interest connected with the doctrine of implied warranties of seaworthiness was touched upon during the argument, and was noticed by Byles, J., in his judgment. The decision, however, of this case did not, under the circumstances, necessarily involve a consideration of this latter point. It is a familiar principle of the law of marine insurance that, if a voyage consist of several stages, each requiring a different kind of equipment, the warranty of seaworthiness will be satisfied if the vessel, at the commencement of each stage, is properly provided with all necessaries requisite to constitute seaworthiness for that stage. For instance, if a vessel be chartered at and from a port in a river to a port beyond seas, it is sufficient that she should be provided while in port with all that is requisite to render her safe while lying there, and again on starting down the river she need not be fit to go to sea, it is enough if she is reasonably fit for her river navigation; when she starts to sea she must, of course, then be fit to encounter the ordinary perils of the sea. So far the law is pretty clear; but we believe the converse of the above case has never yet been judicially considered. Suppose, for example, a vessel, instead of starting from a port on a river, starts from a maritime port, having for her port of destination some town upon a navigable river. If the vessel starting on such a voyage were seaworthy, *i.e.*, fit for the perils of the sea when she started, would there be an implied warranty that she should be fit for river navigation on commencing her voyage up the river? We believe this point yet remains to be decided. It is clear, in the first case that we have suggested, that the equipment in port is a necessary part of, although not so extensive as, the equipment required, first for the river and then for the sea. In voyages of this sort the vessel gradually completes her equipment by stages as she continues her course, but she never has her complete equipment until she has passed those stages of her course in which a less complete equipment is sufficient to render her for the time seaworthy. In the second case we have put, the vessel, in order to comply with the implied warranty, must at starting, have a full and complete equipment, *i.e.*, she must be fit to encounter the perils of the sea, and as this state of seaworthiness includes the equipment necessary for river navigation, the question arises whether or not the implied warranty is satisfied by the vessel having once been completely seaworthy to the fullest extent that could be necessary at any period of that particular voyage. There is no doubt that usually, if a vessel starts in a seaworthy state, the warranty is complied with, although she became unseaworthy immediately afterwards. Would this ordinary rule apply to the case of a vessel, the last stage of whose voyage is a course up a river? We venture to think that whenever this question may arise it will be decided as *Lane* v. *Nixon* was decided, *i.e.*, it will be held that in a case of this kind there is no implied warranty that the vessel shall be seaworthy at the commencement of the river navigation. It would seem that the reason why underwriters of a policy of insurance upon goods are held not liable for any loss if the vessel in which the goods are conveyed is not seaworthy at starting, is because the owner of the goods insured has it in his power to ascertain the state of the vessel before he ships his goods, and as he has this power, it is only reasonable that he should exercise it by taking care that the goods insured are not exposed to any more risk than is necessarily attendant upon the voyage upon which they are sent. This reason, however, does not apply to a case such as the one supposed, where the vessel conveying the goods may be, not only thousands of miles away from the owner of the goods, but also entirely beyond his control, at the commencement of the new stage of her voyage. Almost precisely the same reasons of expediency and practical

utility seem to apply to this question as those which the Court of Common Pleas applied the other day in the case of *Lane* v. *Nixon*, and moreover *Lane* v. *Nixon* itself may be considered, under such circumstances, to some extent an authority in point, and for these reasons, therefore, it is probable that whenever this question may require a judicial decision, it will be held that the warranty of seaworthiness is fully complied with if the vessel starts furnished with the most complete equipment that can be required at any period during the voyage.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor KINDERSLEY).

June 8.—*In re the European Bank (Limited).*—Mr. *Baily, Q.C.*, and Mr. *J. N. Higgins* in this case asked that the winding-up might be conducted under the supervision of the Court, in pursuance of a resolution to that effect.

Mr. *Daniel, Q.C.*, Mr. *Dickinson*, Mr. *Roberts*, Mr. *Swanston*, and Mr. *Edmund James*, for different parties, all took the same view.

Mr. *W. F. Robinson*, for a creditor, contended that the proper order would be to wind up in the usual way, unless the company would come forward and satisfy the creditor that the company were in a position to pay him twenty shillings in a pound. He cited *The Rolling Stock Company*, 34 Beav., and contended that in a limited company a creditor would be placed in a disadvantageous position.

The VICE-CHANCELLOR.—Do you mean that as a matter of course a creditor is entitled to an order to wind up?

Mr. *Robinson* did not put the case so high as that, but he did contend that the burden of showing that a voluntary winding-up was more advantageous lay with the company.

Mr. *Roberts* stated that the shares were £50 shares, of which only £15 had been paid. The shares were now selling in the market for £2 or £3 each.

The VICE-CHANCELLOR.—That is £35 of the amount not called up. That is a large proportion.

Mr. *Robinson* said that was but a very insufficient security.

The VICE-CHANCELLOR.—Undoubtedly the claims of the creditors are paramount to the claims of the contributors, but still the Court must see that the winding-up by the Court was most beneficial to all parties; and what the creditor was bound to show was that a compulsory winding-up was better than a voluntary one.

Mr. *Robinson* then proceeded to contend that in a compulsory winding-up the creditor had much greater facilities for getting paid.

The VICE-CHANCELLOR asked which was the cheaper mode of winding-up?

Mr. *Robinson* admittted the cheaper mode was winding-up under the supervision of the Court, but in a matter involving millions a thousand pounds, more or less, was immaterial.

Mr. *Locock Webb* took the same view, and observed that all these petitions were originally presented asking for a compulsory winding-up.

Mr. *Webb* contended that his clients were willing, in the first instance, to accede to the view proposed—viz., that two shareholders and two professional accountants should be appointed liquidators; instead of that it was now proposed to appoint Sir Robert Carden and another shareholder, and one professional person. The learned counsel then contended that under a voluntary winding-up the creditors were not in so good a position as under a winding-up under the order of the Court.

Mr. *Glasse*, for the company, denied that this was the act of the directors, and pointed out, that an acconnt had been opened at Glyn's, where he might have received £1,000. As to Mr. Robinson's client, he had presented no petition, and there was no instance in which the Court had made an order on behalf of a creditor who had presented no petition. Mr. Glasse stated that he was instructed to state that the Bank of England and other large creditors had approved of the course proposed by the company.

Mr. *Roxburgh* followed on the same side, and urged that there was no instance in which the Court, at the suggestion of two inconsiderable creditors in amount, would disregard the wishes of the parties really interested by ordering a compulsory widding-up.

The VICE-CHANCELLOR said he should much wish to know the views of the creditors.

Mr. *Baily* and Mr. *Glasse* observed, that the Bank of England or the Bank of France could not attend a meeting of creditors. Besides, a large proportion of the creditors were scattered about in different parts of Europe.

His Honour observed that there must still be a great many creditors within reach of the day's post. The case should, therefore stand over till Tuesday.*

COURT OF BANKRUPTCY.

(Before Mr. Commissioner WINSLOW.)

June 13.—*In re W. A. S. Pemberton.*—This was a sitting for examination and discharge. The bankrupt is described as a commission agent, of Princes'-court, Old Broad-street, of Arlington-square, Hoxton, and of a number of other places in and about London, previously of Caen, Paris, and Boulogne, and prior to that of Bloomsbury-square, attorney of law. Against debts and liabilities representing an aggregate of £20,398, these are good debts of £4,000 and property held as security £11,500. The bankrupt attributes his failure to heavy losses in business sustained nine or ten years ago, through having become responsible for other parties, and having to pay a very heavy rate of interest.

An adjournment for a month was ordered by consent and without any discussion taking place.

GENERAL CORRESPONDENCE.

BANKRUPTCY ACT, 1861, S. 198—PROTECTION FROM PROCESS AFTER REGISTRATION OF TRUST DEED.

Sir,—In reply to the inquiry of your correspondent Lector, as to whether it is essential to obtain the leave of the Court of Bankruptcy to issue execution against a debtor after registration and notice of a trust deed, permit me to express my opinion that it is so, quite irrespective of the question whether it is valid or invalid within the 192nd section, with one exception only—namely, where, by the terms of the deed itself, the debts of the creditors revive upon default being made in payment of the composition. In all other cases I think it is necessary, and in practice the *sheriff* will seldom act without the order of the Court; and though a *bailiff* of a *county court* very frequently disregards the "protection" given to the debtor, it seems to me that he does so at his own risk. SAFETY.

THE COMMON LAW TAXING-OFFICERS.

Sir,—It is now generally admitted throughout the profession that the taxing-masters have more work to do than they can possibly get through, and the result is, that attorneys have to suffer a considerable amount of inconvenience and loss of time.

All this arises from the burthen cast upon the masters of being compelled to take "compulsory references" pursuant to the Common Law Procedure Act, 1854. Before this duty was cast upon them, they were kept fully employed with their attendance in court in term, and the taxation of attorneys' bills of costs; but now the latter work is obliged to give way to "References," and it has become almost impossible to get a bill of costs taxed (if it be of any considerable length) without two or three adjournments, and many hours of the attorneys' time is absolutely wasted.

References are now so numerous as to render it necessary that officers should be appointed expressly for this work, and I believe that, unless something of this kind be done, it will be ultimately impossible to get a bill of costs taxed at all.

These are grievances of which the attorneys have to complain, but the clients have a much more serious complaint to make upon the subject, for one or two days' delay in the taxation of the costs upon a verdict frequently results in the loss by the client of both debt and costs. W. G.

COSTS IN REPLEVIN IN THE COUNTY COURTS.

Sir,—Can any of your numerous readers (especially county court judges and registrars) state from personal experience what costs are allowed in actions of replevin in the county courts when the plaintiff succeeds (which does not often happen). His damages are of course *always under* £5, even where a distress has been made for much more than £20, and a serious and difficult question of title is involved.

* For the proceedings on that day, see Legal Notes of the Week.

Are attorneys' costs and briefs and fees to counsel allowed? or does the 91st section of 9 & 10 Vict. c. 95 apply to actions of replevin, and regulate the amount of costs to be allowed? If so, the action is in effect no remedy, but a mere delusion and mockery, and should never be prosecuted in the county court where that can possibly be avoided.

WOODFALL.

RAILWAY NUISANCES—SMOKE.

Sir,—Referring to the query of "Inquisitor" at p. 686, and to the answer of "Lex" at p. 710, in your present volume, I beg to draw their attention to the Railways Clauses Consolidation Act, 8 Vict. c. 20, s. 114, requiring "engines to consume their smoke" under a penalty of £5 per day for default.

CORRECTOR.

CRIMINAL PROCEDURE.

Sir,—I should feel obliged to your learned correspondent on the subject of "Stipendiaries' Law," who signs as "A Clerk of Indictments," at p. 659 of your present volume, if he would state what he considers to be the *best practical work on "Indictments,"* published since the Consolidated Statutes?

His answer in an early number might enable me to get the book before the next quarter sessions.

ANOTHER CLERK OF INDICTMENTS.

BANKRUPTCY ACT, 1861.

Sir,—In answer to "Lector,"* it is believed that a trust deed once registered, and notice being given, leave from the Court of Bankruptcy must be obtained to issue execution. The case of *Hartley* v. *Mare*, 13 W. R. 777, bears out the opinion of SHEE, J., in *Lloyd* v. *Harrison*, referred to by "Lector."

X. Y. Z.

APPOINTMENT.

CHARLES J. PLUMPTRE, Barrister-at-Law, has been appointed lecturer on public reading and speaking at Kings' College Evening Classes.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Friday, June 6.

CHIEF JUSTICE LEFROY.

Mr. MAGUIRE gave notice of his intention, on Tuesday the 26th, to move for a select committee with the view to inquire into certain allegations as to the incapacity of the Lord Chief Justice of the Queen's Bench in Ireland for the efficient and satisfactory discharge of the varied duties of his office.

DIVORCE COURT AMENDMENT ACT.

The following important Act received the Royal assent on the 11th inst.:—

29 VICT. C. 32.

An Act further to amend the Procedure and Powers of the Court for Divorce and Matrimonial Causes.

Whereas it is expedient to amend the Act, 20 & 21 Vict. c. 85, and particularly the 32nd section thereof.

Be it therefore enacted, &c.:

1. In every such case where the husband has an income but no property, it shall be lawful for the Court to make an order on the husband for payment to the wife during their joint lives of such monthly or weekly sums for her maintenance and support as the Court may think reasonable: Provided always, that if the husband shall afterwards, from any cause, become unable to make such payment, it shall be lawful for the Court to discharge or modify the order, or temporarily to suspend the same as to the whole or any part of the money so ordered to be paid, and again to revive the same order, wholly or in part, as to the Court may seem fit.

2. In any suit instituted for dissolution of marriage, if the respondent shall oppose the relief sought on the ground in case of such a suit instituted by a husband of his adultery, cruelty, or desertion, or in case of such a suit instituted by a wife on the ground of her adultery or cruelty, the Court may, in such suit, give to the respondent, on his or her application, the same relief to which he or she would have been entitled in case he or she had filed a petition seeking such relief.

3. No decree *nisi* for a divorce shall be made absolute until after the expiration of six calendar months from the pronouncing thereof, unless the Court shall, under the power now vested in it, fix a shorter time.

* 10 Sol. Jour. 760.

Pending Measures of Legislation.

LEGITIMACY DECLARATION, ETC., BILL.

We have much pleasure in calling attention to the following circular, which has been sent us for publication. The object of the bill in question is of the highest constitutional importance:—

The attention of members of the House of Commons is respectfully called to a bill under the above designation "to explain the 20 & 21 Vict. c. 85, and the Legitimacy Declaration Act, 1858" (21 & 22 Vict. c. 93), the second reading of which is now fixed for Tuesday evening next, June 19.

The bill is simply declaratory. Its object is to remove doubts that have arisen as to whether the parties, or either of them, in proceedings under the above Acts, are entitled as of right to demand that the truth of contested matters of fact shall be determined by the verdict of a jury, and to declare that such is the intent and meaning of the said Acts. When the bill shall have passed, the law will be just where it now stands: but the risk of misconstruction will be obviated.

First. As to the 20 & 21 Vict. c. 85, certain doubts expressed by the late learned judge, Sir C. Cresswell, in *Gray* v. *Gray*, whether the 28th section of that Act gave either parties, in a petition for dissolution of marriage, the right to claim a jury (31 L. J. N. S. 83), render it expedient to place beyond further question a right which, but for the above ruling, would appear to have been sufficiently secured by the following words of that 28th section:—"The parties, or either of them, may insist on having the contested matters of fact tried by a jury."

Second. The other and more important object of the bill is to explain the Legitimacy Declaration Act, 1858. Here, again, the same doubt has arisen in consequence of another ruling of Sir C. Cresswell. His learned successor, Sir J. Wilde, the members of the Law Amendment Society who framed the original Act in 1858, the then Attorney-General, Sir Fitroy Kelly, who carried the measure with the aid of both Lord Derby's and Lord Palmerston's Governments, unite with other eminent legal authorities in holding, on the contrary, that no doubt should ever have been entertained for a moment that a trial by jury is matter of common right under this Act. Hence the necessity for a legislative interpretation. The all-important questions of legitimacy or illegitimacy, nationality or alienage, claims to lands and honours or disinheritance, above all, vital and conflicting interests between Crown and subjects, are involved in decisions under this Act, and are liable to be affected by uncertainty as to what is law under it. For it must be remembered that the Legitimacy Declaration Act does more than simply perpetuate evidence, and give parties an opportunity of obtaining a declaration of abstract right, inasmuch as decrees under it are absolutely conclusive in respect of property, real and personal, hereditary titles, civil rights and every privilege or possession dependant upon lawful birth and nationality. To decisions affecting all these great interests the doubt above expressed would apply; and it is sought by the present Declaratory Bill to remove such doubt, and to declare that the intent and meaning of the Act is that this great constitutional mode of trial belongs as of right to every person proceeding under it.

The following are the reasons briefly stated by which the right of trial by jury, under the Legitimacy Declaration Act (21 & 22 Vict. c. 93), is enforced. (See Dwarris on Statutes, cases there quoted):—

1. That the common law right of trial by jury, in every proceeding necessarily affecting lands, the claims of an heir-at-law, and the conflicting interests of Crown and subject, existed at the date of the passing of that Act.

2. That this common law right could only be abrogated by direct, positive, unambiguous enactment, and cannot be affected by implication or inference founded on the doubtful wording of a statute.

3. That in that Act there are no expressions from which the taking away of the right of trial by jury can be even remotely inferred, and that in the Divorce Act, with which it is incorporated, there is no provision relative to the dis-

cretionary power of the Court which is applicable to the class of cases comprised under the Legitimacy Declaration Act.

The urgent importance of the present bill is further enforced by the following considerations:—

1. That this declaration of the law involves the preservation in its ancient integrity of one of the greatest of our national institutions—trial by jury: and the present refusal to allow an interpretation to be placed on the Act of 1858, inconsistent with the common law, is a salutary protest against the revolutionary theory that constitutional rights can be tampered with and wrested from the people of England, incidentally and without solemn argument and debate in Parliament.

2. That the resistance to this bill (on the other hand) is founded upon an assumption which is untrue in fact, viz.: that the framers of the original Act or the Government which carried the measure in 1858, ever intended to have given or gave a discretion to the Judge of the Court of Probate to deprive either petitioner or respondent under the Act of a right to claim a jury trial, in contested questions of fact.

3. That the assumed vesting of a discretion in a judge to withhold a jury under this Act would not only have been an innovation on the long-established usages of English law Courts, but would be wholly inconsistent with the operation of the Act itself. Nor could the alleged boon to the petitioner of a new form of action be urged as any justification, inasmuch as the power to refuse a trial by jury, would be equally detrimental to a respondent, to whom it is not pretended that any compensating advantage is offered. Moreover, in questions between Crown and subject, such power of refusal would not only be subversive alike of the rights both of petitioners and respondents, but would strike at the fundamental principles of the constitution itself,—involving, in cases of escheat or dormant peerages, the confiscation of property or honours, and hazarding, in cases of alleged treason, even the forfeiture of life.

IRELAND.

Retirement of Judge Longfield.

At the close of the arguments in the case of *James Bradford, Owner*, v. *R. W. Nicholson, Petitioner*, in Judge Longfield's Court, his Lordship, addressing the counsel, said he hoped that the parties would not delay sending in their requisitions for the further information of the court, as he was anxious to dispose completely of all cases before him, to avoid the inconvenience of a re-argument before his successor of cases already heard before himself. He regretted to say that he thought it unlikely that he could hold much longer the situation which he at present filled. He had read that morning a bill brought into Parliament so unjust to himself, that he considered it as equivalent to a bill for depriving him of his office, by imposing on him more business than, at his time of life, he could undertake to discharge. He had requested his registrar to furnish him with a return of orders made by him in court for the month ending the 3rd day of June. The orders amounted to 257. Of those, 136 were made in cases transferred to him from the court of the late Judge Hargreave, and the remaining 122 in cases originally his own. This was exclusive of orders to give out title deeds, and fiating petitions, settling rentals, conveyances, schedules, partitions, and declarations of title. The number of petitions fiated by him during the above period amounted to 45, 23 of which were cases which came to him owing to the death of Judge Hargreave. The number of titles read by him during the same period was 37, 25 of which were in cases so referred to him. He protested against the injustice of imposing so much additional labour on him, and had written to the Chief Secretary for Ireland on the subject, protesting against the injustice, and had received an answer this morning in the ordinary language of official civility, to the effect that the Government were prepared to carry the bill as it stood. The only part of the bill with which he was now concerned was that which related to the additional duties imposed on himself. He would, however, say that he entirely disapproved of the policy of the act, as tending to diminish the security of titles conferred by this Court, although it was quite plain to him, whose interests had been most consulted in the framing of the remaining clauses. He had always felt that this Court had to contend with great disadvantages, owing to its isolated position and the absence of any sympathy towards it, except from those who were anxious for the public welfare. When an attack was made on the office of a judge of this court it was not defended in the same manner as posts less onerous, but having more influential champions, both amongst the present occupants and those who were enjoying them in prospect. He could only hope for the sympathy of the disinterested public, if they believed that, with his many imperfections, he endeavoured to discharge the duties of his office to the best of his poor abilities. He did not think that it could be laid to his charge that he had been an idle judge, or that any suitor had been put to expense or inconvenience by a wish of his to avoid labour or responsibility. It was not pleasant for him to retire into idleness, but the injustice of the proposed measure seemed to leave no other course open to him. He felt that he should be wanting in self-respect if he sat in his present seat for a-day after he was able adequately to discharge the duties of his post. He had hoped that if his life were spared he might be able to discharge the duties of his post for a few years longer, but the injustice of the measure, if passed into law, deprived him of this hope, for, painful as it would be to him to leave a post in which his warmest feelings had been so long centred, it would be still more painful to him to hold it when he could no longer fill it with honour, and when it was loaded with duties which he could no longer hope to discharge with efficiency. He thanked both counsel and solicitors for the assistance they had given him in the business of the Court, but it was with the solicitors chiefly that the Court came in contact. He would bear his most sincere testimony to the honour and integrity of the solicitors practising before him, and the confidence which he had reposed in them had often enabled him to dispense with affidavits, and to rely on their statements of matters of fact; and although he had always afterwards perused the documents in the case with the keenest recollection of these statements, he could not recall a single case in which any solicitor had intentionally misled him. He must apologize for taking up any of the public time with a matter personal to himself; but he wished that the suitors should know the state of the case in order that they might assist him in putting the business of his Court into such a position as would make the transfer of the cases to his successor a matter of the least possible public inconvenience. He would also endeavour to arrange the time and manner of his enforced retirement in such a way as to prevent the suitors suffering any loss from the injustice practised on himself.

Rolls Court.

The following curious incident took place on Friday the 8th inst. His Honour sat at eleven o'clock. On the list of motions and cause petitions being called over, there were no solicitors present, and his Honour could not proceed. At half-past eleven o'clock he directed the list to be re-called, and again at twelve o'clock, and there being no solicitor present, he directed all the causes and motions to be struck out. He said he would not reinstate any of them except upon a satisfactory affidavit, and that he would direct the Registrar to take down upon any order reinstating a motion or petition that the reinstatement was made upon affidavit, without prejudice to the institution of actions against the solicitors respectively in a court of common law. Solicitors, he said, received large fees for attending to their business, and more disgraceful inattention he had never witnessed.

The Solicitorship to the Inland Revenue Department.

The Attorney-General has addressed a letter to an eminent solicitor in Dublin, in which he very plainly and openly declares his opinion that the appointment was due to the attorney branch of the profession, and ought not to have been given to a barrister. The letter is as follows:—

"I have observed in the newspapers that on the occasion of a deputation waiting upon the Lord Lieutenant, in reference to the appointment to the Solicitorship of the Inland Revenue, you are reported to have stated that the proposal to appoint a barrister to the office had the cordial concurrence of the Attorney-General for Ireland. I beg to say that such statement, if made, is quite incorrect. I expressed a very clear opinion that the office ought to be given to a solicitor. "James A. Lawson."

The "blame" seems to be laid upon Mr. Stevenson, an *employé* in the department in London

THE REPRESENTATION OF THE UNIVERSITIES.

It has been stated publicly that should any vacancy take place in the representation of the University of Dublin, the electors will be addressed by Mr. Robert Longfield, Q.C., who represented Mallow in the last Parliament. The learned gentleman's brother (Judge Longfield) has been for many years Professor of Feudal Law in the University and another relative holds a fellowship of Trinity College.

Should a member be given to the Queen's University, Mr. Denis Caulfield Heron, Q.C., LL.D. (Law Adviser to the Castle), may be expected to address the electors. Mr. Heron was Professor of Law at the Galway College, and his lectures there form the groundwork of his learned and elaborate "History of Jurisprudence."

RUMOURED RETIREMENT OF MR. JUSTICE HAYES.

It has been publicly stated that this estimable judge has sent in his resignation, on account of the state of his health. It is understood that the vacancy in the Queen's Bench will be offered to the Solicitor General, and that, in the event of his acceptance of the office, he will be succeeded by Mr. Serjeant Barry, M.P.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 12th June inst., Mr. Addison in the chair, the following question was discussed: "Should the Bankruptcy Bill introduced by the Government become Law?" It was opened by Mr. Peachey in the affirmative, and upon being put to the vote was decided in the negative by a large majority.

KENT LAW SOCIETY.

The annual meeting of this society was held at Ramsgate on Monday last (the 11th inst.), under the presidency of Mr. Martin Daniel, of that town.

The men of the law from various parts of the county mustered in good numbers, and amongst those present were Messrs C. A. Smith and W. Bristow (Greenwich), Marchant (Deptford), Latter (Bromley), Hallett and Norwood (Ashford), Carnell (Sevenoaks), W. Beale, J. Monckton, J. B. Monckton, H. Monckton, Kipping, Case, Hoar, R. F. W. Beale, and Menzies (Maidstone), Farrar (Cranbrook), Giraud and Tassell (Faversham), Scratton (Tenterden), Gorham (Tonbridge), Brooks and Hughes (Margate), Snowden (Ramsgate), Hinds (Goudhurst), Ackworth (Rochester), Hills and Winch (Chatham), Hilder and Wates (Gravesend), Knocker (Dover), Sankey and Flint (Canterbury).

Mr. Hills, of Chatham, was elected president, and Mr. Stephen Plummer, of Canterbury, vice-president of the society for the ensuing year.

After the transaction of the business of the society, which included the voting of £100 from the funds towards the entertainment of the members of the Metropolitan and Provincial Law Society at their meeting this year at Canterbury, the members dined together at the York Hotel.

INCORPORATED LAW SOCIETY.

The annual general meeting of the members of the society will be held in the hall of the society, in Chancery-lane, on Friday, the 29th inst., at two o'clock precisely in the afternoon, for the election of a president and vice-president of the society,—of ten members of the council, in lieu of ten members who will go out of office in rotation—of one member of the council in lieu of John Coverdale, resigned—of three auditors—and for other purposes of the society.

JURIDICAL SOCIETY.

Lord Westbury has accepted the office of president of the society, promising to take part in its meetings.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1866.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

JOHN RICHARD COLLINS—Thomas William Gray, Exeter; Coode, Kingdon, & Cotton.

FREDERICK NALDER — Frank Isaac Nalder, Shepton Mallet.

FRANCIS HENRY PHILLIPS—Jacob Phillips, Chippenham; William Simpson, New Malton; Williamson, Hill, & Co.

FREDERICK KING FROST—John Metcalfe Pollard, Ipswich; Shirreff & Son.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Collins, the prize of the Honourable Society of Clifford's-inn.

To Mr. Nalder, Mr. Phillips, and Mr. Frost, one of the prizes of the Incorporated Law Society each.

The examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

EDWARD MONTAGUE BROWNE — Newenham Charles Wright; Mr. John Becke, Northampton.

THOMAS MOUNTAIN — Grange & Wintringham, Great Grimsby; Carritt & Son.

ALBERT EDWARD SCOTT—Scott & Co.

JULIUS HENRY SMITH—Francis Sanders, Dudley.

The Council have accordingly awarded them certificates of merit.

The examiners further announce to the following candidate, that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of 26:—

CHARLES SCOTT, B.A.

Number of candidates examined, 134; passed, 111; postponed, 23.

COURT PAPERS.

CHANCERY SITTINGS.

TRINITY TERM, 1866.

LORD CHANCELLOR.
Lincoln's Inn.

Tues..June 19	The First Seal.—App. mtns. & apps.
Wednesday 20	Petns. & appeals.
Thursday ..21	Appeals.
Friday.....22	
Saturday ..23	
Monday 25	
Tuesday....26	
Wednesday 27	
Thursday ..28	The Second Seal.—App. mtns.& apps.
Friday 29	Appeals.
Saturday ..30	
Monday July 2	
Tuesday.... 3	
Wednesday . 4	
Thursday .. 5	The Third Seal.—App. mtns. & apps.
Friday 6	Appeals.
Saturday .. 7	
Monday 9	
Tuesday....10	
Wednesday .11	
Thursday ..12	The Fourth Seal.—App. mtns. & apps.
Friday.....13	Appeals.
Saturday ..14	
Monday 16	
Tuesday....17	
Wednesday .18	
Thursday ..19	The Fifth Seal.—App. mtns. & apps.
Friday 20	Appeals.
Saturday ..21	
Monday 23	
Tuesday....24	
Wednesday 25	
Thursday ..26	The Sixth Seal.—App. mtns. & apps.
Friday.....27	Petns. & appeals.
Saturday ..28	Appeals.

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery lane.

Tues..June 19	The First Seal.—Mtns. & gen. pa.
Wednesday .20	General paper.
Thursday ..21	
Friday.....22	
Saturday ..23	Petns., sht. caus., adj. sums., and general paper.
Monday 25	General paper.
Tuesday....26	
Wednesday .27	
Thursday ..28	The Second Seal.—Mtns. & gen. pa.
Friday 29	General paper.
Saturday ..30	Petns., sht. caus., adj. sums., and general paper.
Monday July 2	General paper.
Tuesday.... 3	
Wednesday . 4	
Thursday .. 5	The Third Seal.—Mtns. & gen. papr.
Friday..... 6	General paper.
Saturday .. 7	Petns., sht. caus., adj. sums., and general paper.
Monday 9	General paper.
Tuesday....10	
Wednesday..11	
Thursday ..12	The Fourth Seal.—Mtns. & gen. pa.
Friday 13	General paper.
Saturday ..14	Petns., sht. caus., adj. sums., and general paper.
Monday 16	General paper.
Tuesday....17	
Wednesday..18	
Thursday ..19	The Fifth Seal.—Mtns. & gen. pa.
Friday 20	General paper.
Saturday ..21	Petns., sht. caus., adj. sums., and general paper.
Monday 23	General paper.
Tuesday. ..24	
Wednesday..25	
Thursday ..26	The Sixth Seal.—Mtns. & gen. pa.
Friday 27	Petitions.
Saturday ..28	Remaining petns., sht. caus., and adj. sums.

*** At the sittings after Trinity Term, the Master of the Rolls will hear further considerations in priority to original causes, until those set down before the 16th June have been disposed of, after

which the Master of the Rolls will hear further considerations on every Monday during the sitting of the Court.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.
Lincoln's Inn.

Tues..June 19	The First Seal.—App. mtns. & apps.
Wednesday..20	Appeals.
Thursday ..21	
Friday.....22	Petns. in lunacy bk. apps., app. petns., and apps.
Saturday ..23	Appeals.
Monday 25	
Tuesday ...26	
Wednesday .27	
Thursday ..28	The Second Seal.—App. mtns. & apps.
Friday 29	Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday ..30	Appeals.
Monday July 2	
Tuesday 3	
Wednesday. 4	
Thursday .. 5	The Third Seal.—App. mtns. & apps.
Friday 6	Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday .. 7	Appeals.
Monday 9	
Tuesday 10	
Wednesday..11	
Thursday ..12	The Fourth Seal.—App. mtns. & apps.
Friday 13	Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday ..14	Appeals.
Monday 16	
Tuesday 17	
Wednesday 18	
Thursday ..19	The Fifth Seal.—App mtns., & apps.
Friday 20	Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday ..21	Appeals.
Monday 23	
Tuesday 24	
Wednesday 25	
Thursday ..26	The Sixth Seal.—App.mtns., & apps.
Friday 27	Petns. in lunacy, bk. apps., app. petns., and apps.
Saturday ..28	Appeals.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR R. T. KINDERSLEY.
Lincoln's Inn.

Tues..June 19	The First Seal.—Mtns. & gen. pa.
Wednesday..20	General paper.
Thursday ..21	
Friday.....22	Ptns., adj. sums., & general paper.
Saturday ..23	Sht. causes, adj. sums., & gen. pa.
Monday 25	General paper.
Tuesday 26	
Wednesday 27	
Thursday ..28	The Second Seal.—Mtns., adj. sums., & gen. pa.
Friday 29	Petns., adj. sums., & general paper.
Saturday ..30	Sht. causes, adj. sums., & gen. pa.
Monday July 2	General paper.
Tuesday 3	
Wednesday.. 4	
Thursday .. 5	The Third Seal.—Mtns., adj. sums., & gen. pa.
Friday..... 6	Ptns., adj. sums., and general paper.
Saturday .. 7	Sht. causes, adj. sums., & gen. pa.
Monday 9	General paper.
Tuesday 10	
Wednesday..11	
Thursday ..12	The Fourth Seal.—Mtns., adj. sums., & gen. pa.
Friday.....13	Petns., adj. sums., & general paper.
Saturday ..14	Sht. causes, adj. sums., & gen. pa.
Monday 16	General paper.
Tuesday ..17	
Wednesday .18	
Thursday ..19	The Fifth Seal.—Mtns., adj. sums., & gen. pa.
Friday 20	Ptns., adj. sums., & gen. pa.
Saturday ..21	Sht. causes, adj. sums , & gen. pa.
Monday 23	General paper.
Tuesday 24	
Wednesday 25	
Thursday ..26	The Sixth Seal.—Mtns., adj. sums., & gen. pa.
Friday 27	Remaining petns. & adj. sums.
Saturday ..28	Remaining petns. sht. causes, & adj. sums.

N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear further considerations in priority to original causes.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Tues..June 19	The First Seal.—Mtns. and causes.
Wednesday 20	Causes.
Thursday ..21	
Friday.....22	Petitions & causes.
Saturday ..23	Sht. caus. & caus.
Monday 25	Causes.
Tuesday....26	
Wednesday 27	
Thursday ..28	The Second Seal.—Mtns. & causes.
Friday 29	Petitions & causes.
Saturday ..30	Sht. causes & caus.
Monday July 2	Causes.
Tuesday 3	
Wednesday . 4	
Thursday .. 5	The Third Seal.—Mtns. and causes.
Friday..... 6	Ptns. & caus.
Saturday .. 7	Sht. caus. & caus.
Monday 9	Causes.
Tuesday 10	
Wednesday 11	
Thursday ..12	The Fourth Seal.—Motions & causes.
Friday 13	Petitions & causes.
Saturday .. 14	Sht. causes & caus.
Monday 16	Causes.
Tuesday 17	
Wednesday..18	
Thursday ..19	The Fifth Seal.—Mtns. and causes.
Friday 20	Petitions & causes.
Saturday ..21	Sht. causes & caus.
Monday 23	Causes.
Tuesday....24	Gen. Petition Day.
Wednesday 25	Causes.
Thursday ..26	The Sixth Seal.—Mtns. and causes.
Friday 27	Remaining mtns. and petitions.
Saturday ..28	Remaining petns. & sht. caus.

N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear further considerations in priority to original causes.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR W. P. WOOD.
Lincoln's Inn.

Tues..June 19	The First Seal.—Mtns. & gen. pa.
Wednesday 20	General paper.
Thursday ..21	
Friday 22	
Saturday ..23	Ptns., sht. causes, adj. sums., & gen. pa.
Monday 25	General paper.
Tuesday....26	
Wednesday .27	
Thursday ..28	The Second Seal.—Mtns. & gen. pa.
Friday 29	General paper.
Saturday ..30	Petns., sht. causes adj. sums., and general paper.
Monday July 2	General paper.
Tuesday 3	
Wednesday . 4	
Thursday .. 5	The Third Seal.—Mtns. & gen. pa.
Friday 6	General paper.
Saturday .. 7	Petns., sht. caus., adj. sums., and general paper.
Monday 9	General paper.
Tuesday 10	
Wednesday 11	
Thursday ..12	The Fourth Seal.—Mtns. & gen. pa.
Friday.....13	General paper.
Saturday ..14	Petns., sht. caus., adj. sums., and general paper.
Monday 16	General paper.
Tuesday....17	
Wednesday 18	
Thursday ..19	The Fifth Seal.—Mtns. & gen. pa.
Friday 20	General paper.
Saturday ..21	Ptns., sht. caus., adj sums., and general paper.
Monday 23	General paper.
Tuesday....24	
Wednesday 25	
Thursday ..26	The Sixth Seal.—Motions.
Friday 27	Remaining petns.
Saturday ..28	Remaining petns., sht. caus., and adj. sums.

N.B.—At these sittings the Vice-Chancellor will hear such further considerations as are in the printed list in priority to original causes, and after the sixth seal motions, remaining petitions, and adjourned summonses only will be heard.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

CIRCUITS OF THE JUDGES.

HOME.

WILLES, J., and CHANNELL, B.

July 10—Hertford
16—Lewes
19—Chelmsford
25—Maidstone
Aug. 1—Guildford

MIDLAND.

MELLOR, J., and SMITH, J.

July 10—Warwick
14—Derby
19—Nottingham and Town
24—Lincoln and City
28—York and City
Aug. 3—Leeds

NORFOLK.

ERLE, L.C.J., and POLLOCK, L.C.B.

July 11—Oakham
12—Leicester and Borough
16—Northampton
19—Aylesbury
23—Bedford
26—Huntingdon
28—Cambridge
Aug. 1—Ipswich
6—Norwich and City.

NORTHERN.

MARTIN, B., and LUSH, J.

July 9—Durham
14—Newcastle and Town
19—Carlisle
21—Appleby
23—Lancaster
26—Manchester
Aug. 7—Liverpool

(BRAMWELL, B., will remain in town.)

Last day for full notice of trial—ten days before commission-day at each town.

OXFORD.

KEATING, J., and SHEE, J.

July 9—Abingdon
12—Oxford
16—Worcester and City
20—Stafford
28—Shrewsbury
Aug. 1—Hereford
4—Monmouth
8—Gloucester and City

NORTH WALES.

COCKBURN, L.C.J.

July 16—Newtown
19—Dolgelly
23—Carnarvon
26—Beaumaris
30—Ruthin
Aug. 2—Mold
6—Chester and City

SOUTH WALES.

PIGOTT, B.

July 11—Haverfordwest and Town
16—Cardigan
18—Carmarthen
21—Brecon
26—Presteign
28—Cardiff
Aug. 6—Chester and City

WESTERN.

BYLES, J., and BLACKBURN, J.

July 9—Winchester
14—Salisbury
19—Dorchester
23—Exeter and City
30—Bodmin
Aug. 3—Wells
9—Bristol

QUEEN'S BENCH.

At the next sitting of this Court, on Wednesday the 20th June, motions for country new trials in cases tried by Mr. Justice Lush will be taken, immediately after the adjourned case of *Shilibeer* v. *The Inclosure Commissioners* has been disposed of.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of Her Majesty's Court of Exchequer, after Trinity Term, 1866.

SPECIAL JURIES AND COMMON JURIES.

In Middlesex.—Saturday, June 16, to Saturday, June 23, daily.

In London.—Monday, June 25, to Tuesday, July 10, daily.

The Court will sit at ten o'clock each day.

A second Court will sit for the trial of causes when necessary.

This Court will hold a sitting on Tuesday the 26th day of June inst., and will at such sitting proceed in giving judgment in matters then standing for judgment.

COMMON PLEAS.

This Court will, on Saturday the 16th, Wednesday the 20th, Thursday the 21st, Friday the 22nd, and Saturday the 23rd days of June inst., hold sittings, and will proceed in disposing of the cases standing in the old new trial paper, and in the special paper, and will hold a sitting on the 9th day of July next at 10 a.m., to give judgments in the cases which may then be standing over for the consideration of the Court.

EQUITABLE JURISDICTION.

County Court Orders and Forms in Equity.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being county court judges appointed to frame rules and orders for regulating the practice of the Courts, and forms of proceedings therein, under section 32 of the 19 & 20 Vict. c. 108, have under the powers vested in us by the Act 28 & 29 Vict. c. 99, framed the following rules, orders, and forms, as additions to the rules, orders, and forms heretofore framed, and we do hereby certify the same to the Lord Chancellor accordingly.

Order XVI.

Suits and Proceedings—Enforcement of Decrees and Orders.

5. Where an order in the nature of an injunction has been made, whether made *ex parte* or not, the Registrar shall, if the party by whom it was obtained desires to have the same served by his attorney, issue for service a copy of such order, under seal of the Court, to such party.

6. Where any breach of an order in the nature of an injunction shall have been made, the Registrar shall, upon application by the person having the conduct of the suit, issue to the high bailiff or to such person for service by his attorney, a notice under the seal of the Court, requiring the person who shall have been guilty of the breach of the said order to appear at a Court to be held on a day to be named therein, to show cause why he should not be committed for contempt for having disobeyed the said order.

7. Where any person is required by any decree or order to pay money or do an act within a certain number of days after service of the copy of the decree or order, and such person shall not have paid such money or done such act within the time mentioned therein, the Registrar shall, upon application by the person having the conduct of the suit, issue to the high bailiff, or to such person for service by his attorney, a notice under the seal of the Court, requiring the person who shall have neglected to obey the decree or order to appear at a Court to held on a day to be named therein, to show cause why he should not be committed for contempt in having neglected to obey such decree or order. Provided always a party shall not, by proceeding under this rule, be precluded from enforcing the order by warrant of execution, or any other process of the Court.

Order XXIII.

Practice.

27. Any person who may be in custody may apply to the Registrar for his discharge therefrom, upon giving to the party at whose suit he was committed two clear days notice of his intention so to do.

SCHEDULE OF FORMS.

1.

Order in the Nature of an Injunction.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

The plaintiff undertaking [by his counsel or attorney] to abide by an order this Court may make as to damages, in case this Court shall hereafter be of opinion that the defendant shall have sustained any by reason of this order, which the plaintiff ought to pay. Now therefore, C. D. the defendant in this cause, his servants, agents, and workmen, are hereby strictly enjoined and restrained from pulling down or suffering to be pulled down the house being No. 16, Blank Street, Islington, in the county of Middlesex, and from selling the materials whereof the said house is composed [or from entering into any contract or contracts, and from accepting, drawing, indorsing, or negociating any bills or bill of exchange, notes or note, or written securities or security, in the name of the partnership firm of ——, and from contracting any debts or debt, and buying and selling any goods, and from making or entering into any verbal or written promise, agreement, or undertaking, and from doing or causing to be done any acts or act in the name or on the credit of the said partnership firm, or whereby the said partnership firm can or may in any manner become or be made liable to or for the payment of any sums or sum of money, or for the performance of any contract, promise, or undertaking, or, as the case may be,] until the day after the day upon which the cause shall be heard, or until further order [or until the —— day of ——, upon which day this Court will consider whether this order shall be further continued].

Dated this —— day of ——. J. S., Judge.

If you, the said C. D. [your servants, agents, or workmen], act in disobedience to this order, you the said C. D. will be liable to be committed by this Court, and also be liable to have your estate sequestered.

2.

Notice of Application for Committal.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

Take notice that the plaintiff A.B. will on the —— day of —— 18— apply to this Court for an order for your committal to prison for having disobeyed the order of this Court made on the —— day of —— 18— enjoining and restraining you [or for having neglected to obey the decree or order made on the —— day of —— 18— requiring you] (here set out the mandatory part of the decree or order); and further take notice that you are hereby required to attend the court on the first-mentioned day to show cause why an order for your criminal should not be made.

Dated this —— day of —— 18—. E. F., Registrar.

To C. D. the defendant.

3.

Order of Committal for Breach of an Order in the Nature of an Injunction.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

Whereas, by an order of this Court, dated the—— day of —— 18— [here recite the order]: Now, upon the application of the plaintiff, and upon hearing the defendant [or if the defendant does not appear, reading the affidavit of X. Y., or where service has been by bailiff, of L., M. a bailiff of this Court, or the County Court of —— holden at ——, showing, or being satisfied on oath, that a copy of the said order and notice of this application have been severally served upon the defendant C. D.], and upon reading the affidavit of, &c. [enter evidence], the Court being of opinion, upon consideration of the facts disclosed by the said affidavit [or affidavits], that the said defendant C. D. has been guilty of a contempt of this Court by a breach of the said order, doth order that the said defendant C. D. do stand committed to [here insert prison used by the Court] for his said contempt.

Given under the seal of the Court this —— day of —— 186—. By the Court, E. F., Registrar.

4.

Order of Committal for Neglect to obey Decree or Order.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

Whereas by a decree [or order] of this Court dated the —— day of —— 18— [here recite the decree or order]: Now, upon the application of the plaintiff, and upon hearing the defendant, [or if the defendant does not appear, reading the affidavit of X. Y., or where service has been by bailiff, of L. M., a bailiff of this Court, or the County Court of —— holden at ——, showing, or being satisfied on oath, that a copy of the said decree [or order] and notice of this application have been severally served upon the defendant C. D.,] and upon reading the affidavit of, &c. [enter evidence], the Court being of opinion, upon consideration of the facts disclosed by the said affidavit [or affidavits], that the said defendant C. D. has been guilty of a contempt of this Court by neglecting to obey the said decree [or order], doth order that the said defendant C. D. do stand committed to [here insert prison used by the Court] for his said contempt.

Given under the seal of the Court this —— day of —— 18—. By the Court, E. F., Registrar.

5.

Warrant of Committal.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

To the high bailiff and others the bailiffs of the said court, and all peace officers within the jurisdiction of the said court, and to the governor or keeper of the [here insert prison used by the Court].

Whereas by an order bearing date the —— day of ——,

it was ordered that the defendant C. D. should stand committed to prison for contempt of this Court:

These are, therefore, to require you forthwith to arrest and apprehend the defendant C. D., and him safely convey and deliver to the governor or keeper of the [prison used by this Court], and you, the said governor or keeper, to receive the defendant C. D. until further orders of this Court.

Dated this —— day of —— 18—.

E. F., Registrar of the Court.

6

Notice of Application for Discharge from Custody.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

Take notice that I intend on the —— day of ——, 18—, to apply to this Court [or the Registrar of this Court] to discharge me from custody, I being desirous of clearing my contempt.

Dated this —— day of —— 18—. C. D., Defendant.

To A. B. Plaintiff.

7.

Order of Discharge from Custody.

In the County Court of —— holden at ——.

In the suit of A. B. *v.* C. D.

Upon application made this —— day of —— by —— for the defendant, who was committed to prison for contempt by order of this Court dated the —— day of —— 18—, and upon reading the affidavit of the defendant, filed the —— day of —— 18—, showing that he is desirous of clearing his contempt, and upon hearing —— the plaintiff [or if no one appears for plaintiff, then, upon being satisfied that notice of this application has been duly served upon the plaintiff], this Court [or I, the undersigned Registrar of this Court], do hereby order that the said defendant be discharged out of the custody of the governor [or keeper] of [here insert name of prison] as to the said contempt, but not as to the costs of the said contempt.

Dated this —— day of —— 18—.

F. F., Registrar of the Court.

G. L. Russell.
J. B. Dasent.
J. Worlledge.
Rupert A. Kettle.

28th May, 1866. William Furner.

I approve of these orders and forms to come into force in all county courts on the 13th day of June, 1866.

Cranworth, C.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, June 14, 1866.

[*From the Official List of the actual business transacted.*]

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	127
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122
Stock	Do., A Stock*	100	132
Stock	Great Southern and Western of Ireland	100	89
Stock	Great Western—Original	100	52½
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	121¾
Stock	London, Brighton, and South Coast	100	95
Stock	London, Chatham, and Dover	100	26
Stock	London and North-Western	100	117¼
Stock	London and South-Western	100	99
Stock	Manchester, Sheffield, and Lincoln	100	62
Stock	Metropolitan	100	128
10	Do., New	7	2¾ pm
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	57
Stock	North London	100	122
10	Do., 1864	5	7
Stock	North Staffordshire	100	75
Stock	Scottish Central	100	150
Stock	South Devon	100	49
Stock	South-Eastern	100	70⅝
Stock	Taff Vale	100	143
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

GOVERNMENT FUNDS.

3 per Cent. Consols, 86¼	Annuities, April, '85
Ditto for Account, July 16, 86¾	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 86	Ex Bills, £1000, 3 per Ct. 15 dis
New 3 per Cent., 85¾	Ditto, £500, Do, dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 —
Ditto for Account,	Ditto, 5½ per Cent, May, '79 106
Ditto 5 per Cent., July, '70, 103¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, 5 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 15 0
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 17 6
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	8 0 0
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 6 6
689220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212·0 0
4000	...	Do. Life	...	All	70 0 0

Money Market and City Intelligence.

Thursday night.

We have had a comparatively quiet week in monetary circles, but confidence is gradually returning, and we may look forward with hope to the future.

The letter read on Tuesday in the Corps Legislatif by M. Rouher, in which the Emperor of the French repudiated all notion of territorial aggrandisement, and expressed a belief that France would not be obliged to draw the sword, has been much discussed.

The public should not be influenced by rumours of a depreciatory nature, set afloat by speculators for a fall. The surest method of punishing the disseminators of those calumnies which have been so pertinaciously spread of late, is not to sell, and the weapons of the disgraceful warfare will recoil upon those who have been so eager to wield them. In the case of the London and County Bank shares the operators have been signally defeated.

The *Pall Mall Gazette* on Monday made the *amende honorable* by unreservedly expressing its regret at having published on Saturday a statement to the effect that a petition had been presented to wind up the Credit Foncier and Mobilier. The report was devoid of foundation, and, no doubt, the insertion of the paragraph was purely accidental, and in good faith. The error probably originated in the fact that a shareholder has instituted proceedings to restrain the company from purchasing certain shares, which, it is alleged, would be *ultra vires*. The matter was mentioned on motion on Tuesday, and, upon the counsel for the Credit Foncier and Mobilier stating that there never was any intention to do what was suggested, and that therefore the directors were quite prepared to give an undertaking not to do it, the matter was arranged to stand over till the hearing of the cause. Some of the daily journals have published, in detail, the complaints made in the bill, but, as they were not stated in court, the propriety of publishing an *ex parte* statement of such a nature is, to say the least, open to question. The statements have since been authoritatively and emphatically denied.

At the Bank Court to-day the directors separated without making any alteration in the Bank *minimum*. In some quarters a reduction was expected, and, probably, the stock of bullion would have authorised it. It may, however, be well not hastily to make money cheap, in order that affairs may be gradually consolidated.

Consols are 86¼ to 8⅜ for money; and 86½ to ⅝ for the account; the New Threes and Reduced are 86; India Five per Cents., 103⅜; Enfaced Fives, 106; Four per Cent. Bonds 5s. dis. to 5s. pm.

Railway shares, Home, Foreign, and Colonial, have not met with much inquiry, and prices remain almost stationary.

Foreign stocks have been much depressed, especially Austrian, Greek, and Turkish. The latter, however, have improved.

It is useless now to discuss the causes of the late panic, but

experience, it is to be hoped, and indeed believed, will serve as a beacon to warn banks against the shoals and quick-sands of financing. The operations of a finance company should be distinct from those of a banking business; and the more rigidly the establishments which have weathered the storm adhere to their chart of legitimate banking transactions, and leave finance companies a wide sea, the more surely will they merit and receive the confidence of the public, which, it need not be disguised, has been somewhat shaken.

An almost unknown undertaking, called in imposing language the Universal Banking Corporation (Limited), formerly Challis's Bank, has suspended payment. A petition to wind-up will be heard before Vice-Chancellor Stuart on the 22nd inst.

It is reported that the Committee of Investigation in the matter of the English Joint Stock Bank (Limited), have found the affairs of the bank in so sound a condition, that vigorous steps will be taken to reinstate it.

An agreement, upon the basis of the scheme published on Saturday last, has been come to, sanctioned by the solicitors and Vice-Chancellor Wood, whereby the claims of the estate of the Bank of London on the Consolidated Bank will be satisfied.

A petition to wind-up the Oriental Bank Corporation will be heard before the Master of the Rolls on the 23rd instant.

Sir William Page Wood has fixed Tuesday, the 26th of June, for the appointment of an official liquidator of the English Joint-Stock Bank (Limited).

The following are the latest quotations for Bank Shares: London and County, which have greatly improved, 64 to 66; London and Westminster, 92; Union of London, 47; National Provincial, 148.

An extraordinary general meeting of shareholders in the Imperial Mercantile Credit Association (Limited) was held to-day, at which the resolutions for voluntary winding-up and appointment of liquidators passed on the 28th of May were confirmed.

The dealings in Gas shares have been more numerous, with a preponderance of sellers. The City Corporation Bill has been rejected. The Imperial Gas Bill, with reference to which there has been so much opposition, was read a second time on Tuesday night. In the case of the Aldrington, Hove, and Brighton Gas Bill, the Lords Committee have established a precedent, because, hitherto, no new company has been sanctioned where there was one existing with parliamentary powers under the Gas Works Clauses Act of 1847.

A decision in favour of the purchase of Southwark-bridge has been come to by the Corporation of London, for the purpose of making it toll free. The sum to be paid for it is £200,000.

At an adjourned meeting of shareholders and creditors of the Imperial Mercantile Credit Association, held to-day (Thursday), Mr. Young, the liquidator, stated that a call of £5 would be necessary to meet the current liabilities.

The report of the Ceylon Company, to be submitted on Monday next, recommends a dividend at the rate of 10 per cent. per annum, leaving £6,687 to be carried forward.

Inns of Court Hotel Company (Limited).

The sixth half-yearly general meeting of the proprietors of this company was held on Thursday, at the Hotel, Holborn, Mr. E. W. Cox, chairman of the company, presiding.

The usual formalities having been complied with, the report was taken as read.

The Chairman, in moving the adoption of the report, congratulated the proprietors on meeting in the hotel, which he hoped the shareholders would think worthy of its title. The recent monetary crisis had placed the board in considerable difficulty. They had been in the habit of receiving advances from their bankers—Agra and Masterman's Bank—but previous to the stoppage that accommodation ceased; though he was happy to say that nothing had been lost by the suspension. He wished to state, candidly, the position of the company, because it was infinitely better than that of nine-tenths of the companies now in existence. They were very short of money, but not in debt; and they could not get a sixpence of accommodation from their present bankers, the Union Bank of London. They had power to issue debentures to the extent of £120,000, and £78,000 had been taken up very freely before the late crisis; but when the panic occurred, there was a cessation of applications. It would take £15,000 to complete the Holborn part of the hotel; and for the other portion they wanted £24,000, and it might happen that the directors would be compelled to issue debentures at a discount, which they desired to avoid. They would offer 7 per cent. interest, and it would be a very safe investment. The site of the building cost £45,000, and property in that neighbourhood had increased in value immensely. The building itself cost £70,000, and they had two adjoining houses worth £8,000. Upon this only £78,000 had already been raised, so that there was ample security for the money which was needed to complete the whole building; and, indeed, it was a security seldom offered in the market. The debentures would be issued for £20, £50, and £100, with coupons attached. The board had resolved not to erect the Lincoln's-inn side of the building until they were perfectly assured that it would be completed free from debt. It was, however, of great importance that this portion should be finished, because it would not entail much additional cost of management. The business of the hotel had already commenced, and he was glad to learn from customers who had visited it, that they were extremely well satisfied with the accommodation.

Mr. Rhales had no doubt the directors had experienced much difficulty during the recent financial pressure; but believed that the debentures were not very freely taken before that occurred. He advocated issuing the remaining shares, rather than raising money on debentures at 7 per cent., and inquired whether the debentures were issued for the whole property.

The Chairman replied that the last debentures covered the whole property, including the two houses. He should be glad to see the shares taken up, and had hoped that persons who made profit out of the company would have assisted the directors in that way; but each of them positively refused to do so.

The resolution for the adoption of the report then passed *mem. dis.*

Two of the retiring directors and auditors were then re-elected.

The Chairman said he had an unpleasant duty to perform, which was to propose the remuneration of the board. The directors had had a vast amount of labour, and he suggested that the stipend of £600 should be augmented to £1,000. Such, however, was the confidence of the board, that, as the company was short of money, they were willing to take debentures.

Mr. Rhales said, in times like the present, it behoved the shareholders to be cautious; and he proposed as an amendment that the remuneration to the directors be at the rate of £750 a-year till a dividend was earned. When such was the case, he should have no objection to increase the sum paid.

A Proprietor thought ten directors too many. He would rather have six, and give them £600 a-year, as at present. That was the sum paid to the directors of the Queen's Hotel, Norwood, and they were quite satisfied with it. However, he would second Mr. Rhale's amendment.

Mr. Blandy said the number of board meetings in the present year had been forty-nine, and the number of committee meetings fifty-nine. The board meetings had averaged two and a-half to three hours; and the committee meetings an hour. He stated these facts and left the meeting to come to a decision.

Upon a show of hands being taken, the amendment was carried.

The Chairman said it was very desirable that the money should be forthcoming.

Mr. Williamson inquired whether it was proposed to issue debentures at par.

The Chairman replied that proposals would be received at some reduction, but the shares were being taken by the members of the club which it was proposed to establish in connection with the hotel.

Mr. Williamson suggested the expediency of sending a circular to the shareholders, offering them debentures, and stating that any acceptance would not be binding unless a certain aggregate were reached.

The Chairman approved the suggestion.

On the motion of Mr. Rhales, a vote of thanks to the Chairman closed the proceedings.

Inaugural Dinner.

The opening of the hotel was celebrated last evening by an inaugural dinner, presided over by Mr. Cox, the chairman of the company. It was laid in the Central Hall, which is about seventy feet long, and forty feet wide; and decorated in the Romanesque style.

After the usual loyal and patriotic toasts,

The Chairman proposed the toast of the evening—"Success to the Inns of Court Hotel Company." He stated that the Inns of Court Hotel was a specimen of internal and external architecture almost unique. Although they depended largely upon the legal profession for support, they did not rely upon the members of it solely. While the hotel stood near to the proposed Palace of Justice, it was in the very heart of the metropolis, and was, therefore, convenient for visitors generally. Their motto was—Open to all; influenced by none.

Mr. Hicks, of Cambridge, proposed "The bench, the bar, and the legal profession," which was responded to by Mr. Sharpe, reader on jurisprudence and civil and international law, to the four Inns of Court.

Several other toasts followed, and an agreeable evening was spent.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL COFFEEHOUSE.

June 7.—By Mr. Marsh.

Leasehold, 3 houses, being Nos. 37, 38, and 39, Duke-street, Highgate, producing £63 per annum; term, 6 years unexpired at £10 per annum—Sold for £160.

1,062 shares in the Weald Ida Mining Company, St Ive, Cornwall—Sold for £100.

By Mr. Murrell.

Freehold estate, situate at Brixton-hill, comprising a residence known

as Rutland Cottage, with outbuildings and garden; let at £70 per annum—Sold for £1,100.

Freehold residence, being No. 12, Buenos Ayres, Margate; let at £40 per annum—Sold for £700.

Freehold, 2 houses, being Nos. 62 and 63, Great Cambridge-street, Hackney-road, producing £46 per annum—Sold for £760.

Leasehold, 7 residences, being Nos. 1 to 7, Holland-road North, Brixton, producing £120 per annum; term, nearly 50 years unexpired, at £4 a-house ground-rent—Sold for £1,655.

June 8.—By Messrs. GREEN & SON.

Fifty shares in the Sun Life Assurance Society—Sold from £69 to £70 per share.

Fifty-seven shares in the Sun Fire Office—Sold from £205 to £212 per share.

June 12.—By Messrs. DRIVER & Co.

Leasehold residence, known as Fountain Lodge, with garden, stabling, and paddock, situate in Larkhall-lane, Clapham; terms, lodge, 34½ years unexpired, at £12 10s., paddock, 51 years unexpired, at a peppercorn—Sold for £1,000.

June 14.—By Messrs. BEADEL.

Freehold estate, situate in the parish of Hillingdon, Middlesex, comprising a residence known as the Hermitage, with 2 lodges, pleasure grounds, stabling, and outbuildings, and 10a 1r 37p of meadow land; also 3a 0r 13p of building land—Sold for £7,430.

AT GARRAWAY'S.

June 5.—By Mr. NEWBON.

Leasehold 3 houses, one with shop, being Nos. 9 and 10, Bloomsbury-market, and 1, Market-street, adjoining; producing £138 per annum; term, 80 years from 1853, at £14 per annum—Sold for £1,450.

Freehold 5 houses, being Nos. 37, 39, 41, 43, and 45, Essex-street, Islington; estimated annual value, £45 each—Sold for from £625 to £630 each.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRACKENBURY—On June 8, at Alford, Lincolnshire, the wife of L. J. Brackenbury, Esq., solicitor, of a daughter.

CAMPBELL—On June 7, at Ryde, Isle of Wight, the wife of J. S. Campbell, Esq., C, S. Judicial Commissioner, Central Provinces, of a daughter.

DAUNEY—On June 10, at Albemarle-street, the wife of A. Dauney, Esq., Barrister-at-Law, of a son.

FOSTER—On June 10, at Caroline-place, Mecklenburgh-square, the wife of T. G. Foster, Esq., Barrister-at-Law, of a son.

GOODMAN—On June 11, at No. 8, Camden-cottages, Camden-road, the wife of Thomas Goodman, Esq, of a son.

WILSON—On June 9, at Elm-row, Hampstead, the wife of A. Wilson, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BERTRAM—LAWDER—On June 6, at St. Luke's, Jersey, G. C. Bertram, Esq., Barrister-at-Law, Jersey, to Anna M., daughter of Lieut, Col. Lawder, D. Q. M. G., Madras Staff Corps.

COXWELL—COOPER—On June 7, at St. George's, Bloomsbury, J. E. G. Coxwell, Esq., to Mary G., daughter of G. L. Cooper, Esq, Woburn-place, and grand-daughter of the late Hon. Sir George Cooper, Puisne Judge at Madras.

ELLERY—LANGSLOW—On April 25, at St. Phillip's, Kensington, E. C. Ellery, Esq., Barrister-at-Law, Mannermead, Plymouth, to Gertrude E., daughter of the late Captain R. Langslow, Bengal Army, Hatton, Middlesex.

RAVENHILL—EVERETT—On June 6, at Sutton-Veny, Wilts, W. W. Ravenhill, Esq., Barrister-at-Law, to Anna L., daughter of the late J. Everett, Esq., Sutton-Veny.

DEATHS.

APLIN—On June 6, at Chipping-Norton, Oxon, Jane M. E., daughter of W. Aplin, Esq., solicitor, of that place.

BEAUMONT—On May 14, at Barbadoes, Ella F., daughter of the Hon. J. Beaumont, Chief Justice of British Guiana, aged 20 weeks.

BELDAM—On June 6, at Royston, J. Beldam, Esq., Barrister-at-Law, Middle Temple, aged 70.

BENDLE—On June 12, at Carlisle, R. Bendle, Esq., solicitor, aged 74.

BULKLEY—On June 11, at the Terrace, Kensington-garden-square, Catherine, the wife of G. Bulkley, Esq., Barrister-at-Law, aged 38.

DUFFIELD—On June 9, at Chelmsford, Francis M., son of W. W. Duffield, Esq., solicitor, aged 6 months.

ELLIS—On May 28, at Wolfreton, Torquay, W. J. Ellis, Esq., Barrister-at-Law, York, aged 85.

PLATT—On June 12, at Queen's-gardens, Hyde Park, Emily O., daughter of the late Sir T. J. Platt, one of the Barons of the Court of Exchequer.

SHARP—On June 10, at Thornhill-square, Helen E. M., wife of J. A. Sharp, Esq, solicitor, Gray's-inn, aged 23.

TEMPLETON—On April 25, at Garden Reach, near Calcutta, J. T. B. Templeton, Esq., solicitor, aged 76.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CATES, ELIZABETH, Moscow-road, Bayswater, Widow. £55 Reduced 3 per Cent. Annuities.—Claimed by the said E. Cates, Widow.

COWAN, WALTER, Alresford, near Stratford-on-Avon, Esq., deceased, and WALTER F. J. COWAN, Minor. £231 8s. 2d. New 3 per Cent Annuities.—Claimed by said W. F. J. Cowan.

PORTER, JOSEPH, Hemel Hampstead, Herts, Stationer, and MARIA PORTER, his wife. £100 Consolidated 3 per Cent. Annuities.—Claimed by Maria Porter, Widow.

TYSER, MATILDA, Barking, Essex, Widow, deceased, and MARY ANN TYSER, a Minor, of the same place. £62 2s. 6d. New 3 per Cent. Annuities.—Claimed by the said Mary Ann Tyser, the survivor, heretofore a minor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, June 8, 1866.

LIMITED IN CHANCERY.

Agra and Masterman's Bank (Limited).—Petition for winding-up, presented June 7, directed to be heard before Vice-Chancellor Wood on June 23. Uptons & Co, Austinfriars, solicitors for the petitioners. Herbert Harris Cannan, 7, Gresham-st, provisional official liquidator.

Alliance Financial Company (Limited).—Order to wind-up, made by the Master of the Rolls on May 28. Ashurst & Co, Old Jewry, solicitors for the petitioners.

British and South American Steam Navigation Company (Limited).—Petition for winding-up, presented June 4, directed to be heard before the Master of the Rolls on June 23. Crump, Langbourn-chambers, Fenchurch-st, solicitor for the petitioner.

Financial Corporation (Limited).—Order to wind-up, made by the Master of the Rolls on May 28. C, & H. Tahourdin, Victoria-st, Westminster, solicitors for the petitioner.

Railway Finance Company (Limited).—Order to wind-up, made by the Master of the Rolls on May 28. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Bank of London.—Order to wind-up, made by Vice-Chancellor Wood on June 2. Paine & Layton, Gresham House, Old Broad-st, solicitors for the petitioners.

TUESDAY, June 12, 1866.

LIMITED IN CHANCERY.

Hampstead Brewery Company (Limited).—Petition for winding-up, presented June 8, directed to be heard before Vice-Chancellor Kindersley on June 22. Park & Nelson, Essex-st, Strand, solicitors for the petitioner.

New Zealand Banking Corporation (Limited).—Order to wind-up, made by the Master of the Rolls on June 2. Mackenzie & Co, Gresham House, Old Broad-st, solicitors for the petitioner.

London and Mediterranean Bank (Limited).—The Master of the Rolls has, by an order dated June 2, ordered that the voluntary winding-up of this company be continued. Miller, Copthall-ct, solicitor for the petitioner.

Patent Pneumatic Loom Company (Limited).—Petition for winding-up, presented June 2, directed to be heard before the Master of the Rolls on June 23. Blake, Lothbury, solicitor for the petitioner.

London Gas Meter Company (Limited).—Petition for winding-up, presented June 7, directed to be heard before the Master of the Rolls on June 23. Crosley & Burn, Birchin-lane, solicitors for the petitioners.

Oriental Commercial Bank (Limited).—Petition for winding-up, presented June 11, directed to be heard before the Master of the Rolls on June 23. Simpson & Cullingford, Gracechurch-st, solicitors for the petitioner.

Universal Banking Corporation (Limited).—Petition for winding-up, presented June 8, directed to be heard before Vice-Chancellor Stuart on June 22. Rooks & Co, Eastcheap, solicitors for the petitioner.

Whittington Freehold Colliery Company (Limited).—Petition for winding-up, presented June 1, directed to be heard before the Master of the Rolls on June 23. Young & Co, Frederick's-pl, Old Jewry, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 8, 1866.

Brasse, Frances Jane, Newton Abbotts, Devon, Spinster. July 2. Forman v Forman, M. R.

Crompton, Thos Lake, Heathfield, Wandsworth. July 2. Crompton v Schulze, M. R.

Dixon, Thos, New York, Merchant. July 2. Dixon v Morley, M. R.

Donovan, Hy Douglas, Cardiff, Glamorgan, Gent. July 16. Poole v Fleming, V. C. Stuart.

Grey, Geo, Middle Ord, Northumberland, Gent. July 9. Bolam v Grey, V. C. Stuart.

Hemingway, Thos Wilkinson, Birstal, York, Cardmaker. July 1. Davies v Whitehead, M. R.

Prince, Rev Saml, Bonsall, Derby, Clerk. July 2. Prince v Prince, M. R.

Thexton, Eliz, Kendal, Westmorland, Widow. July 2. Thexton v Edmondson, M. R.

TUESDAY, June 12, 1866.

Carveth, Jas Melhuish, Harrington-sq, Gent. June 25. Carveth v Heiron, V. C. Stuart.

Davies, Eliz, Ambleston, Pembroke, Widow. July 8. Lodwick v Thomas, M. R.

Greene, Rev Hy Armel, Upton Snodsbury, Worcester, Clerk. July 12. Greene v Knight, V. C. Stuart.

Lock, Jesse, Buckland Newton, Dorset, Woodman. July 7. Murley v Vincent, V. C. Wood.

Behan, Jas Herron, Lpool. July 2. Smith v McGill, V. C. Wood.

Smith, Thos, Boxgrove, Sussex, Yeoman. July 6. Lawrence v Paull, V. C. Kindersley.

Sweet, Cornelius, Sherborne-st, Blandford-sq, Iron-plate Worker. June 25. Sweet v Sweet, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 8, 1866.

Atherton, Agnes Mary, Westbourne-ter. Sept. 1. C. & H. Bell, Bedford-row.

Banks, Richd Holtum, Folkestone, Kent, Builder. Sept 1. Hart, Folkestone.

Barwell, Edwd Hy, Plymouth, Devon, Esq. July 10. Belfrage & Middleton, Lincoln's-inn-fields.

Barwell, Nathaniel, Plymouth, Devon, Esq. July 10. Belfrage & Middleton, Lincoln's-inn-fields.

Beckingham, Hy, Stockbridge, Southampton, Innkeeper. Sept 17. Lamb, Andover, Hants.
Cousins, Saml, Hertford, Farmer. July 31. Spence & Hawks, Hertford.
Firkins, Joseph, jun, Tewkesbury, Gloucester, Wine Merchant. Aug 1. Brown, Tewkesbury.
Gascoyen, Geo, Woburn, Bedford, Farmer. Aug 7. Gawthrop, Raymond's-buildings, Gray's-inn.
Graves, Wm, Cambridge, Cooper. Aug 1. Whitehead & French, Cambridge.
Green, Joseph, Gilbert's End, Hanley Castle, Worcester, Gent. Aug 1. Gregory, Upton-upon-Severn.
Horlock, Hy White, Alverston Mill, Brading, Isle of Wight. July 4. Mew, Newport.
Hoare, Rev Hy, Framfield, Sussex, Clerk. July 23. Rye, Golden-sq.
Humphreys, Rev David, Kidwelly, Carmarthen. July 20. Rev Owen Jones, Kidwelly.
Madeley, Martha, Solihull, Warwick, Widow. Aug 1. Whateleys & Whateley, Birm.
McArthur, Duncan, Norway-pl, Limehouse, Ship Owner. July 31. Stone & Co, Poultry.
Munro, Danl Geo, Shanghai, China, Commander P. and O. Company. July 31. Wansey & Bowen, Moorgate-st.
Orton, John, Beeston, Nottingham, Surgeon. July 10. Barker & Sons, Huddersfield.
Pinson, Albert, Exeter, Devon, Colonel. Aug 1. Whyley & Piper, Bedford.
Robinson, Joseph, Ellenborough, nr Maryport, Cumberland, Yeoman. July 10. Huthwaite, Maryport.
Rodger, Wm, Shawfield-st, King's-rd, Chelsea, Captain R.N. July 10. McLeod & Co, London-st, Fenchurch-st.
Sleigh, Wm Wilcocks, Trinity-ter, Brixton, Doctor. Aug 10. Horsley, Staple-inn.
Trimen, Jas, Portugal-st, Lincoln's-inn-fields, Law Stationer. July 1. Duncan & Murton, Southampton-st, Bloomsbury.
Ware, John, Ivy-lane, Baker. July 20. Samler, Carter-lane, Doctor's-commons.
Woodward, Saml, Weaverham, Chester, Joiner. Aug 1. Bradburne, Northwich.
Woodward, Sarah, Weaverham, Chester. Aug 1. Bradburne, Northwich.

TUESDAY, June 12, 1866.

Astley, Wm, Sowbatch, Salop, Gent. July 27. Barker, Wem.
Barrett, John Topping, Lees, Lancaster, Surgeon. July 11. Mellor, Oldham.
Clemishaw, Christopher, Bury, Lancaster, Brickmaker. July 21. Whitehead & Son, Bury.
Cousins, Saml, Hertford, Farmer. July 31. Spence & Hawks, Hertford.
Daniels, Fredk, Winchester, Hotel Keeper. Sept 7. Lee & Best, Lincoln's-inn-fields.
Evans, Barbara, Cardiff, Glamorgan, Widow. July 21. Morris, Cardiff.
Fenwick, Caroline Peche, Wincanton, Somerset, Spinster. July 23. Mant & Co, Bath.
Fozard, Joseph, Batley, York, Joiner. July 9. Scholefield, Batley.
Godfrey, Wm, City-rd, Mathematical Tube Drawer. July 9. Boulton & Sons, Northampton-sq.
Harrison, Geo, Brighton, Hotel Keeper. July 14. Cooper & Williams, Brighton.
Lance, Ann, Richmond-ter, Clapham-rd, Spinster. July 19. Kennedy, Chancery-lane.
MacCletchey, Rebecca, Manch, Widow. July 16. Crowther, Manch.
Marsden, Joseph Rhodes, Sheffield, Book Keeper. June 30. Pashley & Creswick, Sheffield.
Milson, Thos, Brackenborough, Lincoln, Farmer. Aug 1. Bell, Louth.
Palmer, John, Fleet-st, Esq. July 14. Robinson & Preston, Lincoln's-inn-fields.
Prosser, Wm Hugh Powell, Mark-lane, Wine Merchant. Aug 10. Humphreys & Morgan, Saddlers' Hall, Cheapside.
Samuel, John, Cowbridge, Glamorgan, Esq. July 21. Morris, Cardiff.
Sankey, Wm, Wouldham, Kent, Gent. July 31. Sankey & Co, Canterbury.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 8, 1866.

Anderson, Alex, Bolton-le-Moors, Lancaster, Flour Dealer. May 30. Comp. Reg June 8.
Anzolato, Chas Scott, Brighton, Sussex, Estate Agent. May 12. Comp. Reg June 7.
Arthur, Nicholas, Wadebridge, Cornwall, Shoemaker. May 21. Asst. Reg June 5.
Aspinall, Saml, Mirfield, York, Woollen Manufacturer. May 16. Comp. Reg June 6
Bagshaw, Hy John, Deptford, Kent, Plumber. May 21. Comp. Reg June 6.
Bailey, John, St George's, Salop, Draper. May 15. Asst. Reg June 7.
Barrs, Thos, Lichfield, Stafford, Maltster. May 16. Comp. Reg June 8.
Bones, Christopher, Bristol, Hair Dresser. June 1. Asst. Reg June 8.
Browne, Martin, Lpool, Attorney-at-Law. June 1. Conv. Reg June 5.
Campbell, Wm, King William-st, Merchant. May 28. Inspectorship. Reg June 6
Cartlidge, Wm Edwd, & Thos Cartlidge, Wolstanton, Stafford, Manufacturers of Earthenware. May 18. Asst. Reg June 7.
Clarke, John Oakley, Ladbrooke-pl East, Notting-hill, Schoolmaster. May 12. Asst Reg June 6.
Clements, Wm, Branch-hill, Hampstead, Wheelwright. June 1. Asst. Reg June 8.
Davies, Isaac Peers, Holywell, Flint, Draper. May 29. Asst. Reg June 7.
Eslick, Stephen, Plymouth, Devon, Baker. June 4. Asst. Reg June 6.
Freeman, Jane, Stroud, Gloucester, Rag Merchant. May 11. Asst. Reg June 6.
Gare, John, jun, Winterbourne, Gloucester, Chemist. May 28. Asst. Reg June 8.
Goddard, John Alex, Trump-st, King-st, Cheapside, Merchant. May 18. Comp. Reg June 6.
Harris, Newby, and Joseph Jackson, Leicester, Cotton Winders. May 29. Asst. Reg June 8.
Hastwell, Robert, Knaresborough, York, Grocer. May 22. Asst. Reg June 6.
Hawkings, Saml, jun, King's Norton, Worcester, Painter. May 23. Comp. Reg June 7.
Huckman, Hy, Lympsham, Somerset, Builder. May 14. Asst. Reg June 7.
Jackson, Norfolk Barstow, Bilston, Stafford, Solicitor. June 2. Comp. Reg June 5.
Jones, Thos, Shrewsbury, Salop, Grocer. May 18. Comp. Reg June 6.
Jones, John, Clynog, Carnarvon, Draper. May 11. Asst. Reg June 5.
Jordan, Joseph, Bretell-lane, Stafford, Glass Cutter. May 24. Comp. Reg June 5.
Kemp, Thos, Guyhirn, Cambridge, Miller. May 12. Asst. Reg June 5.
Kew, John, Glinton, Northampton, Farmer. May 12. Inspectorship. Reg June 6.
Livingston, Chas Shannan, Lpool, Cotton Broker. Asst. May 16. Reg June 8.
Matts, Joseph, Chester-st, Kennington-lane, Grocer. June 4. Comp. Reg June 5.
Millar, Wm Primrose, Lonsdale-pl, Notting-hill, Stationer. June 4. Comp. Reg June 5.
Müller, Chas Melchior, Lpool, Merchant. June 6. Asst. Reg June 7.
Murphy, Wm, Bath-pl, Upper Holloway, Shoemaker. May 29. Asst. Reg June 7.
Neill, Thos Wood, Hoole, Chester, Contractor. May 24. Asst. Reg June 4.
Orpin, Wm, Ashford, Kent, Grocer. May 10. Asst. Reg June 5.
Owens, Saml, Llangollen, Denbigh, Fishmonger. May 10. Asst. Reg June 5.
Palmer, Alfred John, Tunbridge Wells, Kent, Grocer. May 18. Conv. Reg June 8.
Patmer, Edwd Chas, Brighton, Grocer. May 24. Asst. Reg June 8.
Peart, Joseph Hickson, Kingston-upon-Hull, Merchant. May 30. Asst. Reg June 8.
Pooley, John, Liskeard, Cornwall, Bootmaker. May 16. Asst. Reg June 7.
Randall, Job, Bradford, Wilts, Baker. May 12. Comp. Reg June 6.
Rees, Thos, Lpool, Corn Merchant. June 5. Comp. Reg June 7.
Richards, John Golding, Southampton, Draper. May 15. Asst. Reg June 7.
Robinson, Christopher Wm, Burslem, Stafford, Chemist. June 2. Comp. Reg June 6.
Sansom, Hy Perry, Willenhall, Stafford, Chemist. June 1. Asst. Reg June 8.
Sharp, Hy, Kingsgate-st, Holborn, Smith. June 5. Comp. Reg June 7.
Sherwin, Wm Hy, Tabernacle-walk, Finsbury, Axletree Manufacturer. May 24. Comp. Reg June 7.
Shippey, Wm Cuttriss, Waterbeach, Cambridge, Coprolite Merchant. May 10. Asst. Reg June 6.
Simmons, Robt, Clifton, Bristol, Grocer. May 17. Asst. Reg June 5.
Sowerbutts, Eli, Huddersfield, York, Printer. May 21. Asst. Reg June 6.
Sparshott, Wm Hy, Landport, Hants, General Dealer. May 10. Asst. Reg June 7.
Steel, Jas, Tavistock Hotel, Covent-garden, Merchant. April 30. Asst. Reg June 6.
Still, Wm, Garibaldi-ter, Blue Anchor-rd, Bermondsey, Furniture Dealer. May 17. Comp. Reg June 8.
Swinden, Wm, Sheffield, Dyer. June 1. Asst. Reg June 6.
Thompson, Thos, Glamford Briggs, Lincoln, Grocer. May 21. Asst. Reg June 5.
Thompson, Geo Herbert, Kennington-pk-rd, Agent. May 25. Comp. Reg June 6.
Thomson, Jas Sword, Sampson Bagnall, and Jas Paton Thomson, Lpool, Oil Merchants. May 18. Comp. Reg June 7.
Timms, Wm, Darlington, Durham, Grocer. May 14. Comp. Reg June 7.
Waller, Edwd Augustus, Westbourne-pk-rd, Paddington, Gent. May 23. Comp. Reg June 8.
White, Wm, Cavesham-rd, Kentish-town, Builder. May 11. Comp. Reg June 5.
Willbourn, Lewis, Great Wigston, Leicester, Farmer. May 14. Asst. Reg June 8.
Woolley, Hy, and Chas Woolley, Bridge-ter, Contractors. May 9. Asst. Reg June 6.
Xenos, Stefanos, St. George's-ter, Kensington, Merchant. May 30. Comp. Reg June 7.

TUESDAY, June 12, 1866.

Alban, Alex. St, Dewsbury, York, Shoddy Merchant. June 1. Comp. Reg June 11.
Allvey, Wm Hammond, Southampton, Shipping Agent. June 1. Comp. Reg June 11.
Bailey, Edwin, Bristol, Bootmaker. June 1. Conv. Reg June 11.
Berry, Turner Newsome-cross, nr Huddersfield, York, Manufacturer May 14. Asst. Reg June 9.
Bidmead, Alfred, Bristol, Grocer. June 6. Comp. Reg June 8.
Carver, Wm Theaker, Huddersfield, Bookbinder. May 14. Asst. Reg June 9.
Chopping, Thos, Britannia-st, City-rd, Cabinet Maker. June 6. Comp. Reg June 8.
Combe, John, Starbeck, nr Harrogate, Engineer. May 19. Comp. Reg June 12.
Cox, Joseph Hamilton, & John Sutton, St. Mary Axe, Provision Merchants. June 8. Comp. Reg June 12.
Cresswell, Hy Wm, Tipton, Stafford, Iron Master. May 28. Comp. Reg June 12.

Davison, John, Birkenhead, Chester, Boot Dealer. May 28. Asst. Reg June 11.
Dawson, Thos, Brabant-ct, Philpot-lane, Wine Merchant. May 14. Comp. Reg June 11.
Dixon, Wm Thompson, & Edwd Williams Wynne, Lpool. June 7. Asst. Reg June 9.
Dutton, Edwin, Bath, Somerset, Carpenter. May 21. Asst. Reg June 11.
Evans, Jas, Briton Ferry Iron Works, Glamorgan, Smelter. May 17. Comp. Reg June 9.
Garnham, John, Westow-hill, Upper Norwood, Builder. May 22. Comp. Reg June 9.
Garrett, Chas, Banstead, Surrey, Contractor. May 30. Comp. Reg June 9.
Heely, Wm, Birm, Nail Merchant. May 28. Comp. Reg June 12.
Hughes. Jonathan. Hope, Flint, Grocer. May 24. Asst. Reg June 8.
Hutchings, Jas, Northampton, Leather Seller. May 15. Asst. Reg June 9.
James, Herbert, Bridgend, Glamorgan, Toy Dealer. June 9. Comp. Reg June 11.
Jenoure, Alfred, Prisoner for Debt, London. May 31. Comp. Reg June 12.
Le Chevalier, Harriet, Bristol, Widow. May 18. Comp. Reg June 9.
Lloyd, Arthur, Birm, Tailor. May 17. Asst. Reg June 11.
Metcalfe, John, Bowling, Bradford, York, Iron Founder. June 6. Comp. Reg June 8.
Morgan, John, Wellington, Somerset, Butcher. May 17. Asst. Reg June 9.
Opie, Thos, Camborne, Cornwall, Agent. May 30. Comp. Reg June 11.
Russell, Jas Barnes, Durweston, Dorset, Carpenter. May 19. Comp. Reg June 9.
Russell, Frns Hy, Birm, Factor. June 1. Comp. Reg June 12.
Saies. Wm, Barnstaple, Devon, Grocer. May 17. Asst. Reg June 11.
Sandmann, Simon, St. George's-st, Shadwell, Clothier. May 21. Comp. Reg June 8.
Seagar. Wm. Norwich, Coach Smith, & Eliz Seagar, Glover. May 21. Comp. Reg June 9.
Shettle, John, Whitnal, nr Whitchurch, Hants, Yeoman. June 1. Comp. Reg June 11.
Smith, Wm Abbotts, Finsbury-pavement, M.D. June 1. Comp. Reg June 8.
Stagg, Leonard, Bridport, Dorset, Jeweller. June 5. Asst. Reg June 12.
Stelfox, Thos Chantler, Runcorn, Chester, Postmaster. May 12. Asst. Reg June 8.
Stora, Joshua, & Edwin Hambleton, New Mills, Derby, Skewer Makers. June 5. Comp. Reg June 9.
Thorne. Jas, Harlesden-green, Middlesex, Builder. June 4. Comp. Reg June 11.
Tomkins, Hy Field, Wiggin ton Tring, Herts, Wine Merchant. May 17. Comp. Reg June 12.
Treglown, Thos, Marazion, Cornwall, Merchant. May 18. Conv. Reg June 9.
Unsworth, Thos, Pendleton, Lancaster, Baker. June 7. Comp. Reg June 8.

Bankrupts.

FRIDAY, June 8, 1866.

To Surrender in London.

Avala, Jose Lozano, Prisoner for Debt, London. Pet June 2 (for pau). June 19 at 2. Goatley, Bow-st, Covent-garden.
Bright, Michael Octavius, Crown-ct, Cheapside, no occupation. Pet June 4. June 20 at 11. Lewis, Gt Marlborough-st.
Brown, Geo Robt, Prisoner for Debt, London. Pet June 2 (for pau). June 20 at 11. Dobie, Guildhall-chambers.
Collins, Alfred, Stalbridge, Dorset, Ironmonger. Pet June 4. June 19 at 2. Treherne & Co, Aldermanbury.
Coote, Geo, Kingston, Surrey, Gent. Pet June 5. June 20 at 1. Chidley, Old Jewry.
Derrick, Geo Edwd, Edwin's-rd, Peckham, Carman. Pet June 4. June 20 at 11. Weeks, New Boswell-ct, Lincoln's inn-fields.
Dolman, Robt, Prisoner for Debt, London. Pet June 5 (for pau). June 20 at 12. Munday, Essex-st, Strand.
Fennemore, Stephen Hulkes, Walnut-tree-walk, Lambeth, Inland Revenue Clerk. Pet June 1. June 27 at 1. Swan, Gt Knightrider-st, Doctors'-commons.
Fryer, Wm, Marlborough-hill, St John's-wood, Gent. Pet June 1. June 27 at 1. Harrison & Lewis, Old Jewry.
Glass, Geo Michael, sen, Brandon-st, Walworth, Gelatine Manufacturer. Pet June 4. June 29 at 12. Hope, Ely-pl, Holborn.
Hamilton, Chas, Vale-pl, Hammersmith, Bookseller. Pet June 2. June 27 at 2. Tomlins, Lincoln's-inn-fields.
Joliyard, Chas, Prisoner for Debt, London. Pet June 5 (for pau). June 29 at 1. Munday, Essex-st, Strand.
Loftus, Hy Yorke Astley, Motcombe-st, Middx, no occupation. Pet June 4. June 20 at 11. Lewis, Gt Marlborough-st.
Michael, Robt, Montpelier-rd, Peckham, Commercial Clerk. Pet June 5. June 23 at 11. Harrison, Basinghall-st.
Mitchell, Thos. Arisey, Bedford, out of business. Pet June 6. June 20 at 1. Briant, Winchester House, Old Broad-st.
Mole, Edwin, Cheshunt, Herts, out of business. Pet June 4. June 29 at 12. Hope, Ely-pl.
Morini, Hy, Hornton-st, Kensington, Teacher of Languages. Pet June 2. June 29 at 11. Jennings, Lime-st.
Murphy, Dani, Fore-st, Limehouse, Plumber. Pet June 5. June 19 at 11. Webster, Basinghall-st.
Pilgrim, Thos Morris, Cheshunt, Herts, Licensed Hawker. Pet June 4. June 19 at 2. Hope, Ely-pl, Holborn.
Procter, Edwd Hy, Half Moon-crescent, Islington, Baker. Pet June 6. June 29 at 1. Hope, Ely-pl, Holborn.
Reuter, Carl Fredk Traugott Maximilian, York-buildings, Adelphi, Strand, Wine Merchant. Pet June 6. June 20 at 1. Lindus, Cheapside.
Rice, Richd, Horsford, Norfolk, Coach Builder. Pet May 23. June 20 at 1. Allen & Co, Queen-st, Cheapside.
Sabbarton, Joshua. Prisoner for Debt, London. Pet June 4 (for pau). June 20 at 11. Drake, Basinghall-st.
Sebin, Elise, Elizabeth-st, Eaton-sq, Milliner. Pet June 5. June 20 at 12. Haynes, Serle-st, Lincoln's-inn.
Sladden, Wm, Wingham, Kent, Comm Agent. Pet June 5. June 23 at 11. Doyle, Verulam-buildings, Gray's-inn.
Street, Wm Fauntleroy, Bridge-st, Southwark, out of business. Pet June 2. June 29 at 2. Berry, Walbrook.
Thompson, Frns Broughton, New Kent-rd, Timber Merchant. Pet June 2. June 19 at 1. May & Co, Adelaide-pl, London-bridge.
Tod, Jas, Mecklenburgh-st, Mecklenburgh-sq, Journeyman Tailor. Pet June 5. June 20 at 12. Eldred & Andrew, Gt James-st, Bedford-row.
Webb, Edwd, Gt Leonard-st, Shoreditch, Cabinet Maker. Pet June 2. June 27 at 2. Steadman, Coleman-st.
Williamson, Benj Hy, Prisoner for Debt, London. Pet June 4 (for pau). June 19 at 2. Goatley, Bow-st, Covent-garden.
Wilkinson. Sarah Mackenzie, Park-rd, Clapham, Machine Quilter. Pet June 2. June 19 at 1. Snell, George-st, Mansion-house.

To Surrender in the Country.

Allen, Jas, New Lenton, Nottingham, Baker. Pet June 5. Birm, June 26 at 11. Heath, Nottingham.
Ashton, John. Shipdham, Norfolk, Tinker. Pet June 4. East Dereham, June 20 at 11. Drake, East Dereham.
Atkinson, Thos, Keswick, Cumberland, out of business. Pet June 5. Newcastle-upon-Tyne, June 18 at 12. Bousfield, Newcastle-upon-Tyne.
Baines, Geo, Little Bolton, Lancaster, Carter. Pet June 4. Bolton June 20 at 10. Edge, Bolton.
Birch, Geo, Wolstanton, Stafford, Joiner. Pet June 5. Hanley, June 23 at 11. Salt. Tunstall.
Boatman, John. Bishops Stortford, Hertford, Plumber. Pet June 4. Bishops Stortford, June 21 at 12. Baker, Bishops Stortford.
Bradley, Robt, Blackburn, Lancaster, Grocer. Pet June 5. Manch, June 21 at 11. T. & R. C. Radcliffe, Blackburn.
Broughton, Benj, Goulceby, Lincoln, Grocer. Pet June 4. Horncastle, June 23 at 11. Adcock, Horncastle.
Brunskill, Thos. Barnard Castle, Durham, Confectioner. Pet June 2. Barnard Castle, June 22 at 12. Nixon, Barnard Castle.
Carrey, Thos, Lpool, out of business. Pet June 4. Lpool, June 20 at 11. Miller & Peel, Lpool.
Capes, John, Norwich, Gardener. Pet June 6. Norwich, June 20 at 11. Tillett, Norwich.
Davies, Philip, Pencarreg, Carmarthen, Innkeeper. Pet June 4. Lampeter, June 30 at 10. Miller, Tregaron.
Dodge, Wm Martin Robt, Godalming, Surrey, Timber Agent. Pet June 2. Godalming, June 21 at 3. White, Dane's-inn, Strand.
Fennell, Emma, Brighton, Haberdasher, out of business. Pet June 4. Brighton, June 21 at 11. Lamb, Brighton.
Gamble, Jas, Stockton-on-Tees, Durham, Bootmaker. Pet June 5. Newcastle-upon-Tyne, June 18 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Gillings, Anne, Brighton, Sussex, Spinster. Pet June 5. Brighton, June 25 at 11. Mills, Brighton.
Grint, John, Thurlton, Norfolk, Licensed Victualler. Pet June 6. Beccles, June 20 at 12. Ferrier, Gt Yarmouth.
Harwood, Jas. Manch, Publican. Pet June 4. Manch, June 25 at 11. Partington & Allen, Manch.
Hearsum, Jas, East Bergholt, Suffolk, Grocer. Pet June 4. Hadleigh, June 18 at 3. Calvert, East Bergholt.
Huntingdon, Edwd, Lpool, Slater. Pet June 6. Lpool, June 20 at 11. Pemberton, Lpool.
Jones, Wm Hy, Prisoner for Debt, Walton. Adj April 17. Lpool, June 18 at 3.
Kent, Geo, Monks Coppenhall, Chester, Joiner. Pet June 5. Nantwich, June 28. Sheppard, Crewe.
ambert, Jordan Wm, Hereford, Watchmaker. Pet June 4. Birm, June 22 at 12. Averill, Hereford, Birm.
Lucas, Saml, Bradford, York, Auctioneer. Pet June 5. Leeds, June 18 at 11. Bond & Barwick, Leeds.
Marsden, Thos, Oldham, Lancaster, Cotton Spinner. Pet June 4. Manch, June 27 at 11. Leigh, Manch.
Neat, Absalom. Milton-next-Gravesend, Kent, Journeyman Carpenter. Pet June 6. Gravesend, June 21 at 1. Sharland, Gravesend.
Noble, Fredc. Oldham, Lancaster, Cotton Dealer. Pet June 5. Manch, June 20 at 12. Taylor, Oldham.
Parker, Jonas, Bowling, Bradford, York, Journeyman Joiner. Pet June 5. Bradford, June 19 at 9.45. Hutchinson, Bradford.
Perry, Wm Hy, and Wm Hy Perry, jun, Sneinton, Nottingham, Machinists. Pet June 4. Nottingham, June 20 at 11. Lees, Nottingham.
Putland, Saml, Cuckfield, Sussex, Brewer's Drayman. Pet June 5. Cuckfield, June 30 at 11. Lamb, Brighton.
Richards, John, Milford Haven, Pembroke, Smith. Pet June 5. Bristol, June 20 at 11. Bramble & Blackburne, Bristol.
Richards, Thos, Milford Haven, Pembroke, Brass Founder. Pet June 5. Bristol, June 20 at 11. Bramble & Blackburne, Bristol.
Roberts, Wm, Wrexham. Denbigh, Joiner. Pet June 4. Lpool, June 20 at 12. Sherratt, Wrexham.
Roberts, Chas, Wrexham, Denbigh, Joiner. Pet June 4. Lpool, June 20 at 12. Sherratt, Wrexham.
Rogers, David. Barnsley, York, Shopkeeper. Pet April 26. Barnsley, June 21 at 2. Rogers, Barnsley.
Simpson, Jas, Prisoner for Debt, Lancaster. Adj March 15. Blackburn, June 25 at 1.
Snowdon, Matthew, Malton, York, Gamekeeper. Pet June 5. New Malton, June 22 at 11. Mann, York.
Spencer, John, Hanley, Stafford, Hardware Agent. Pet June 2. Hanley, June 23 at 11. Litchfield, Newcastle-under-Lyme.
Storey, Wm, Bradford, York, Grocer. Pet June 5. Bradford, June 19 at 9.45. Terry & Watson, Bradford.
Taverner, Miriam, Moreton Hampstead, Devon, Draper. Pet June 4. Exeter, June 20 at 11.30. Toby, Exeter.

Whiteley, Wm, Leeds, York, out of business. Pet June 1. Leeds, June 21 at 12. Harle, Leeds.
White, Mary Ann, Wakefield, York, Shopkeeper. Pet June 5. Wakefield, June 26 at 11. Barratt, Wakefield.
Wilders, Hy, Burton-upon-Trent, Stafford, out of business. Pet June 5. Burton-upon-Trent, June 21 at 11. Wilson, Lichfield.
Wilkinson, Joseph, Dudley, Worcester, Anvil Manufacturer. Pet June 6. Birm, June 20 at 12. Stokes, Dudley.

TUESDAY, June 12, 1866.

To Surrender in London.

Bridges, Wm Richd, Wansey-st, Walworth-rd, out of business. Pet June 6. July 4 at 11. Silvester, Gt Dover-st.
Cox, Jas, Wansey-st, Walworth-rd, out of business. Pet June 7. June 23 at 11. Hall, Coleman-st.
Fox, Oscar Harger, Albert-rd, Abbey-rd, St. John's-wood. Pet June 8. June 25 at 12. Mears, Old Jewry.
Fowlser, Alfred, Moreton-st, Pimlico, Upholsterer. Pet June 5. June 29 at 12. Munday, Essex-st, Strand.
Fuller, Chas Edwd, Sambrook-ct, Basinghall-st, Comm Agent. Pet June 9. June 25 at 12. Allen & Co, Queen-st, Cheapside.
Grady, Standish Grove, jun, & Jas John Trott, Mincing-lane, Merchants. Pet June 8. June 23 at 12. Courtenay & Co, Gracechurch-st.
Harradine, Wm Gifford, Providence-row, Finsbury, Coachman. Pet June 11. June 23 at 11. Steadman, Coleman-st.
Hewitt, Jonas Barratt, Threadneedle-st, Dealer in Shares. Pet June 8. June 25 at 12. Chidley, Old Jewry.
Kane, Edwd, West Drayton, Solicitor's Clerk. Pet June 9. July 4 at 12. Allen, Chancery-lane.
Rubardt, Wm, Duke-st, Grosvenor-sq, House Painter. Pet June 4. June 29 at 12. Lawrance & Co, Old Jewry chambers.
Sanders, Chas, Prisoner for Debt, London. Pet June 5. June 29 at 1. Poole, Bartholomew-close.
Shean, Wm, Alexander-ter, Lower Sydenham, Baker. Pet June 6. June 23 at 11. Pope, Winchester House, Old Broad-st.
Smith, Fredk Dalton, Blissett-st, Greenwich, Bricklayer. Pet June 7. June 25 at 11. Biddles, South-sq, Gray's-inn.
Swansborough, Hy, Lincoln's-inn-fields, Wine Merchant. Pet June 8. June 23 at 12. Westall, Leadenhall-st.
Thomas, John Swain, Blandford, Dorset, Licensed Victualler. Pet June 6. June 29 at 2. Langford & Marsden, Friday-st.
Ward, Ann, Hastings, Widow. Pet June 4. June 29 at 11. Thomas & Hollams, Mincing-lane.
Warren, Peter, Prisoner for Debt, London. Pet June 7 (for pau). June 25 at 11. Goatley, Bow-street, Covent-garden.
Williams, Edwd, Walpole-st, Chelsea, out of business. Pet June 7. June 29 at 2. Webb, Euston-rd.
Wootton, Thos Nicholas, Wapping-wall, Shipping Butcher. Pet June 5. June 29 at 1. Sole & Co, Aldermanbury.

To Surrender in the Country.

Alford, Geo, Sherrington, Wilts, Carrier. Pet May 28. Warminster, June 23 at 12.30. Bartrum, Bath.
Barnsley, Wm, Sheffield, Carver. Pet June 7. Leeds, June 23 at 12. Smith & Burdekin, Sheffield.
Barron, David, Sunderland, Durham. Pet June 5. Sunderland, June 26 at 12. Dixon, Sunderland.
Booth, Jas, Prisoner for Debt, York. Adj May 25. Dewsbury, June 22 at 3. Ibberson, Dewsbury.
Branford, Jas, Wells, Norfolk, Master Mariner. Pet June 4. Little Walsingham, June 28 at 3. Garwood, jun, Wells.
Brough, Jas, Stoke-upon-Trent, Stafford, Journeyman Blacksmith. Pet June 8. Stoke-upon-Trent, June 23 at 11. Tennant, Hanley.
Brown, Michael Thwaites, Eston Junction, York, Joiner. Pet June 4. Stockton-on-Tees, June 20 at 11. Dobson, Middlesbrough.
Buckley, Robt, Smallbridge, Lancaster, Butcher. Pet June 6. Rochdale, June 26 at 11. Whitehead, Rochdale.
Campbell, Robt Hy, & John Percival, jun, Lpool, Provision Merchants. Pet June 4. Lpool, June 22 at 11. Haigh & Deane, Lpool.
Clarke, Richd, Wookey, Somerset, Farmer. Pet June 7. Bristol, June 22 at 11. Reed & Cook, Bridgwater.
Davenport, Richd Walter, Manch, Corn Merchant. Pet May 30. Manch, June 22 at 12. Hall & Janion, Manch.
Davies, Hy, Nantwich, Chester, Shoe Manufacturer. Pet June 7. Nantwich, June 28 at 11. Lowe & Brooke, Nantwich.
Deville, John Coleman, Barton-under-Needwood, Stafford, out of business. Pet June 7. Lichfield, June 22 at 10. Wilson, Lichfield
Downing, Fras, North-hill, Cornwall, Maltster. Pet June 5. Launceston, June 19 at 11. Cowlard.
Eastlake, John, Plymouth, Attorney. Pet May 28. Exeter, June 28 at 12.30. Fowler, Plymouth.
Farr, Jas, Willerston, Gloucester, Shopkeeper. Pet June 5. Evesham, June 25 at 12. Griffiths, Campden.
Forrister, Reuben, Hanley, Stafford, Engraver. Pet June 9. Hanley, June 23 at 11. Tomkinson, Burslem.
Forster, Robt, Guisbrough, York, Innkeeper. Pet June 7. Stokesley, June 25 at 11.30. Palmer, Stokesley,
Gibbs, Mary, Barnstaple, Devon, Widow. Pet June 5. Exeter, June 26 at 11.30. Clay & Pascoe, Barnstaple.
Giles, Saml, Leeds, York, Bricklayer. Pet June 7. Leeds, June 28 at 12. Rooke, Leeds.
Goodeve, John Fras Erskine, Bromyard, Hereford, Clerk in Holy Orders. Pet June 9. Birm, June 25 at 12. Collis & Ure, Birm.
Hamilton, Hugh, Crewe, Chester, Joiner. Pet June 9. Nantwich, June 28 at 11. Salt, Tunstall.
Harriman, Joseph, Birm, Journeyman Rule Maker. Pet May 18. Birm, June 22 at 10. Parry, Birm.
Hawxwell, Joseph, Thirsk, York, Draper. Pet June 8. Leeds, June 28 at 11. Rider & West, Thirsk.
Hearn, John, Reigate, Surrey, Saddler. Pet June 9. Reigate, June 26 at 2. Silvester, Gt Dover-st, Southwark.
Hiles, Joseph, Newland, Gloucester, Grocer. Pet June 8. Bristol, June 22 at 11. Williams, Monmouth.
Higginbottam, Thos, Worksop, Nottingham, Pork Butcher. Pet June 8. Worksop, June 23 at 10. Hodding, Worksop.
Hopkins, Chas, Birm., File Maker. Pet May 9. Birm, June 22 at 10. Parry, birm.
Inman, Isaac, Sheffield, Steel Refiner. Pet June 9. Leeds, June 23 at 11. Gould & Son, Sheffield.
Matheson, Wm Thos, Cheltenham, Gloucestershire, Dealer in Eggs, Pet June 5. Cheltenham, June 26 at 11. Stroud, Cheltenham.
Newman, Jas, Toxteth-pk, Lpool, Restaurant Proprietor. Pet June 8. Lpool, June 26 at 3. Worship, Lpool.
Nott, Benj Julyan, St. Austell, Cornwall, Accountant. Pet June 8. St Austell, June 22 at 12. Wreford, Fowey.
Podmore, Richd Hillman, Rockbeare, Devon, Clerk. Pet May 30. Exeter, June 22 at 11.30. Floud, Exeter.
Robins, Edmd, Plymouth, Devon, Tea Dealer. Pet June 6. East Stonehouse, June 22 at 11. Edmonds & Sons, Plymouth.
Rochester, Robt, Shieldfield, Newcastle-upon-Tyne, Assistant Boiler Builder. Pet June 6. Newcastle, June 23 at 10. Forster, Newcastle-upon-Tyne.
Salter, Anthony, Kentisbeer, Devon, Boot Maker. Pet June 8. Tiverton, June 22 at 11. Cockram, Tiverton.
Sharp, Wm Stephen, Freemantle, Southampton, Merchant's Clerk. Pet June 5. Southampton, June 20 at 12. Mackey, Southampton.
Stych, John, Stenson, Derby, Farmer. Pet June 4. Birm, June 26 at 11. Bass & Jennings, Burton-upon-Trent.
Tighs, Ann, Burslem, Stafford, Widow. Pet June 23. Hanley, June 23 at 11. Ward & Holmes, Burslem.
Tomlinson, Chas, Bradford, York, Worsted Spinner. Pet June 11. Leeds, June 25 at 11. Terry & Watson, Bradford.
Welstead, Saml, Chepstow, Monmouth, Grocer. Pet June 7. Bristol, June 22 at 11. Henderson, Bristol.
Whatmough, Thos. Salford, Lancaster, out of employment. Pet June 7. Salford, June 23 at 9.30. Farrington, Manch.
Wheatcroft, Joseph, Sheffield, Carter. Pet June 7. Sheffield, June 28 at 1. Binney & Son, Sheffield.
Winterburn, Joseph, Guiseley, York, Cloth Manufacturer. Pet June 8. Leeds, June 25 at 11. Yewdall, Leeds.
Wood, Wm, Geo Buckley, & Geo Brierly, Hollinwood, near Manch, Cotton Spinners. Pet June 7. Manch, June 26 at 11. Cobbett & Wheeler, Manch.
Wright, Thos Poyntz, Watchet, Somerset, Surgeon. Pet June 11. Exeter, June 23 at 12. Hirtzell, Exeter.

BANKRUPTCIES ANNULLED.

FRIDAY, June 8, 1866.

Lovegrove, Jas Russen, Motcomb-st, Belgrave-sq, Stationer. June 4.

TUESDAY, June 12, 1866.

Mann, Jas Hargrave, jun, Twickenham, Middx, Coach Builder. June 4.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the present year will take place at the LONDON TAVERN, on the following days, viz.:—

Friday, July 13.	Friday, September 14.	Friday, November 16.
Friday, August 10.	Friday, October 12.	Friday, December 14

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

BROOKS & SCHALLER (removed from Piccadilly) —The INDEX, printed MONTHLY (first published in 1820), of ESTATES, Country and Town Houses, Manors, Hunting Quarters, Shootings and Fishings, Farms, &c., to be LET or SOLD, can be had (free) at their Offices, 25, Charles-stret, St. James's, S.W., opposite the Junior United Service Club. Particulars inserted without charge, but for next publication must be forwarded before the 28th of each month.

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The bonds are payable either to bearer—transfers passing from hand to hand without endorsement, and free of further stamp duty—or to persons duly registered in the debenture books of the Bank, ownership changing only by transfer deed. Coupons for the half-yearly interest are attached, payable either 1st January and 1st July, or 1st April and 1st October, by which means investors have the option of drawing their interest half-yearly or quarterly.

Applications to be made at the offices of the Company, 17, Change-alley, Lombard-street, E.C., where any further information may be obtained.—By order of the Board, J. WIGGINS, Manager.

METROPOLITAN DISTRICT RAILWAY COMPANY—NOTICE IS HEREBY GIVEN, that the Transfer Books will be closed from the 25th to the 30th day of June, preparatory to the payment of the Half-year's Interest due by the Contractors on the 1st of July next.

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JAMES ALLPORT, General Manager.

Derby, 1866.

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By order of the Board, JOHN HARRISON, Secretary.

Dock office, Liverpool, April 17, 1866.

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SECRETARY.

EDWARD S. BARNES, ESQ.

REPORT OF THE DIRECTORS

AT THE

SIXTEENTH ANNUAL GENERAL MEETING,

HELD ON

FRIDAY, 1st JUNE, 1866,

AT

THE SOCIETY'S OFFICES.

THE period having again arrived for the Annual General Meeting of this Society, the Directors have much pleasure in submitting to the Proprietors the following Statement of the Society's operations during the past year, together with the Balance Sheet of the Society, duly audited.

Since the date of the last Report, Proposals for Assurance have been received amounting to the sum of £180,712, and Policies have been issued assuring the sum of £157,362 10s.

The New Premium Income derived from the latter amounts to £4,736 15s. 6d., showing again a steady increase over the previous years, while the expenditure of the Society has but slightly increased, and is still considerably less than that of any other Office of equal standing.

The sum of £492 15s. for Annuity Purchase Money has also been received.

The total number of Proposals that have been made to the Society since its formation is 3,914, and the number of Policies issued 3,070.

The period for the Fourth Division of Profits having arrived, your Actuary has again made a most careful and minute valuation of the Assets and Liabilities of the Society, and the result, as set forth in his detailed report, shows that, after providing for all contingencies, a considerable surplus remains, which is applicable by way of Bonus to the different parties interested.

The portion of this surplus which is divisible among the Shareholders will give a Bonus of 6s. per Share, being at the rate of 15 per cent. on the paid-up capital of the Society, a result which cannot but be regarded as highly satisfactory.

The proportion of profits divisible among the assured will, the Directors trust, be equally gratifying to the parties interested.

The amount of Bonus to be added to each Policy will, of course, vary with its duration and the age of the life assured; but each Policy-holder will be made acquainted, with as little delay as possible, with the exact amount apportioned to him or her; this may, at his or her option, be either added to the Policy, or applied in reduction of future Premiums.

Two of your Directors retire this year, in accordance with the provisions of the Deed of Settlement, viz:—

Ralph Thomas Brockman, Esq.
John Mead, Esq.

These gentlemen being eligible, offer themselves for re-election.

The Directors, in conclusion, have only again to congratulate the Shareholders and Policy-holders on the very satisfactory position of the Society, and to repeat the hope which they have frequently before expressed, that each of its members will continue to use his best influence to increase its business.

By order of the Board,

EDWARD S. BARNES, *Secretary.*